

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION  
MONDAY, JULY 1st, 2013 , 7: 00 PM  
PRESIDING: THE HONORABLE JOSEPH R. PETERSON, MAYOR  
CHAIRPERSON OF THE EVENING: THE HONORABLE LAWRENCE STEC

ROLL CALL: FRICKE, GALESKI, MICIURA, SABUDA, SCHULTZ, STEC

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Annette V. Schulties relative to the sidewalk in front of her home.
2. Communication from Stuart McCaw relative to the sidewalk program in the City of Wyandotte.
3. Communication from Andrew Kilburn, Youth Minister, St. Patrick Catholic Church requesting permission to use the city-owned parking lot located at First Street and Chestnut for a fundraising event during the fourth of July Parade.
4. Communication from Michele Reitmeyer, St. Patrick Parents Club requesting permission to use the city-owned parking lot located at First Street and Chestnut for a fundraising event during the Street Art Fair on July 10, 2013 through July 13, 2013.
5. Communication from Michael J. Haggerty, Vice President Wyandotte Music Boosters requesting to solicit at the intersection of Biddle Avenue and Eureka Road on Friday, July 19, 2013 and Friday, August 16, 2013 from 5:00 p.m. to 9:00 p.m. ; donations for the Wyandotte Marching Chief's 2013 Band Camp Fund.
6. Communication from Amber Simpson and Dale Mullins requesting to purchase a portion of city-owned property.
7. Communication from the City of Riverview regarding the Riverview Land Preserve.

## PERSONS IN THE AUDIENCE

### COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

8. Communication the Assistant General Manager of Municipal Service regarding the approval of a Letter of Understanding regarding a 90-Day Retirement Notice.

9. Communication from Charles Mix, Chairman Tax Increment Finance Authority submitting a resolution regarding the sale of buildable lots purchased with TIFA funds.

10. Communication from the Special Event Coordinator submitting a Wyandotte Street Art Fair Parking Lot Contract.

11. Communication from the Special Event Coordinator regarding the Festival of Health/5K Walk/Run on July 27, 2013 in BISHOP PARK.

12. Communication from the Special Event Coordinator regarding an event application from AKT Theatre for their special event Shakespeare in the Park to be held Fridays and Saturdays from August 2nd to August 17th from 6:00 p.m. to 10:00 p.m. in Bishop Park or the former Theatre Lot at Elm and First Streets.

13. Communication from the City Engineer regarding repairs to the Department of Public Service Aerial lift Truck.

14. Communication from the City Engineer and City Attorney submitting a sale agreement for property within the City of Wyandotte.

15. Communication from the Planning Commission regarding the rezoning of the property known as 2809-23rd Street.

16. Communication from the City Engineer regarding the property located at 2251-10th Street.

CITIZENS PARTICIPATION:

HEARINGS:

HEARING RELATIVE TO THE  
2013 CITY TAX RATES TO  
SUPPORT THE 2014  
FISCAL YEAR OPERATIONS

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	\$137,760.90
Beautification Commission	June 12, 2013
Planning Commission	May 16, 2103
Planning Commission	June 20, 2013
Zoning Board of Appeals & Adjustments	June 5, 2013

Annette V Schulties  
4616 15<sup>th</sup> Street  
Wyandotte Mi 48192

June 27<sup>th</sup>, 2013

Dear Mayor and City Council Members:

Requesting this letter is put on record regarding raised and twisted sidewalk due to city tree roots presenting a trip hazard for those walking by.

Near the week of May 13<sup>th</sup> 2013, I spoke and met with Virginio Reale cement and construction regarding replacing three cement squares of the sidewalk.

I was told the roots needed to be grind down in order to do a good job of pouring the cement. It was suggested to me to inquire with the city about a sidewalk program.

Virginio Reale cost for the three squares would be \$400.00 and if he had to do the grinding and additional \$200.00 would be added to the cost. I agreed to his cost and would also inquire with the engineer department about the sidewalk program.

Reale made it very clear that he was very busy and it would be six weeks before doing this job that would be combined with a neighbor who had a larger job on 16<sup>th</sup> street adjacent to my back yard.

The following morning, I went to the Engineering Department and was shown a lay out of the city where the cement works was being done. Needless to say no where near my end of town. No one knew when or what year the south end of town would qualify.

I call Virginio Reale immediately and informed him I was not in the qualifying area. I would pay him the amount that he quoted me to do the job.

At the end of six week, I called Virginio June 21<sup>st</sup> to give me a time line so I would be here to pay him. He informed me to find some one else to do the job. Stunned by his response after waiting six week, I asked if he could refer another company. The answer was no. He completed the neighbors work on June 26<sup>h</sup>.

I immediately pulled out the phone book and started calling other cement companies. I received two responses. The first was, we don't do small jobs. The second after several calls to the same companies was no response at all.

Monday June 24<sup>th</sup> around between 9 and 9:30 am, I went to the engineering and while talking to Peggy, two very nice engineer men were standing near by and tried to assist me.

One or both spoke to Oscar Cement at some point during that day.

I received a phone call from Greg Meyring and was told that Oscar Cement would do the job and that I was to pay Oscar Cement. I was to call Oscar Cement and was given the phone number. I doubled checked the phone number given to me by Greg with the phone book.

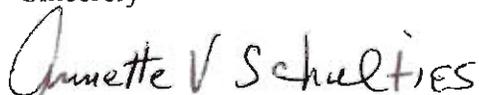
I called Monday, twice on Tuesday, twice on Wednesday and in the AM on Thursday. On all of these occasions a voice box accepted my messages.

Wednesday, I spoke with Greg Meyring and informed him that I not heard from Oscar Cement and asked if this was Oscar full time job. He suggested that I keep on calling. I was also informed the city can not pull a cement truck from one end of town to my end it would be to costly to me. I am on a fixed income.

I am a very responsible home owner and keep my home and property in tip top condition. Feel free to ask any of my neighbors.

Please, I am in much need of all of your help.

Sincerely



Annette V Schulties  
4616 15<sup>th</sup> Street  
Wyandotte, Mi 48192

734 282-7849 Home  
734 771-6852 Cell

2

To: Wyandotte Mayor & City Council  
From: Stuart McCaw  
Subject: Sidewalks  
Date: June 27, 2013

It has been many months since I tried to communicate with the council in regard to various issues relating to city sidewalks. At that time, I was extremely disappointed by the failure of the council to take any action on anything. The entire matter was, by a 6-0 vote, received and filed. It may as well have been received and shredded. There was no review and the report was dismal at best.

The original communication was referred to the legal and engineering departments for a review and report. The response (Dated August 15, 2011) from the City Engineer and Department of Legal Affairs in regard to sidewalk maintenance was:

“The city ordinance section 32:12 has been in place since 1956 and requires abutting property owners to maintain the sidewalks. The city has set up an inspection program as well to reduce the exposure of trip and fall lawsuits.

Over the years, the property owners have paid for the repairs to sidewalks abutting their property and a change of policy now may not be considered fair by those who have already paid this expense.

The city has a hardship policy for individuals who have low income to assist them with their property taxes. If the city were to consider a change to this policy, it might be better to do so when property values are going up and not during a time period when the state has cut revenue sharing and the tax revenues continue to decrease.

Therefore, it is the recommendation of the undersigned (City Engineer & City Attorney) that the city not make any change to this policy at the present time.”

The above response made absolutely no sense to me and it failed to answer any of my questions and concerns. I fully realize that abutting property owners are required, by ordinance, to maintain public sidewalks on public property. This is one of the matters I was requesting to change. In a democracy, everyone, to the extent possible, should be considered equal and treated with fairness. The sidewalk program is highly subjective with no apparent rules or requirements and certainly is not fair. All property owners should be responsible for the costs whether they have a sidewalk or not. I think this should also apply to public lighting on public property, the so-called decorative lights placed between the curb and sidewalk lines.

Regarding trip and fall lawsuits, they involve the city and, in most cases, do not include abutting property owners. It is the city that is sued and the entire city should be responsible for the proper care and maintenance. Individual property owners should

not have to pay over and over for city installations on city property.

I am baffled by the response in the second paragraph. I realize that abutting property owners have paid for the repairs. They may have already paid the expense over and over for hairline cracks, damage from tree roots or other causes. The abutting property owners would not consider it fair if the policy was changed to have all other property owners share the cost? This is ludicrous. You should know from past experience that this matter will resurface on every recurring sidewalk program. A 57 year old ordinance does not mean that the procedure is correct or fair. This is, in reality, an unfair tax on specific individuals. Those who reside on corner lots would be subject to an even greater liability. They are paying for a public sidewalk on public property and have no remedy or choice.

With regard to the third paragraph of the response, there would be no need for a hardship policy if the city did not create the hardship.

I do not have city cable and do not see many council meetings. On or about June 10, 2013, I did see a portion of a meeting. A representative of the engineering office answered the question of a council member as to whether or not concrete is

removed if the defect was just a hairline crack. The response was that it is not. I do not know if this person just wanted give a response he thought the councilperson wanted to hear or if he just did not know that part of the job. I can tell you with absolute certainty and personal knowledge that concrete with minor cracks or blemishes is removed from sidewalks and driveway approaches. This was the main concern of my original communication in 2011. The property in question belonged to an acquaintance of mine who lives in the South section of the city. A hairline crack was marked on his driveway approach. There was no separation and there was no elevation on either side of it. Removal resulted in the replacement of 64 square feet of 6" concrete. The crack was especially minimal when compared to the expansion joints on each side of the fresh pour.

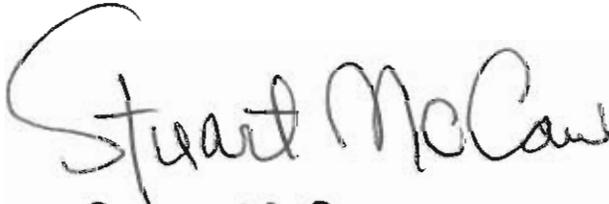
If I understood the engineering representative correctly, he also stated that the private cement contractor is involved in the determination of what concrete is removed. I would question whether or not this is even legal but it certainly does not seem to be ethical. I would hope that he does not have a child going to college in the fall and hope that he is not building a retirement home in Florida. He could just match his payments with the amount of concrete replaced.

I would like to get others involved in the development of a written policy in regard to public improvements on public property.

1. What standards are there as to who must have a sidewalk and who is exempt?
2. Who must finance public improvements on public property and how can financing be spread equally throughout the city?
3. What exemptions would be allowed for entities like BASF who have their own construction contractors? Other plans, I assume, would probably have to be made for schools and churches.
4. What procedures should be enacted to handle responses to complaints made to the engineering and mayor's office? Currently, the problem (The sidewalk czar) is sent to check on the problem and no solution is offered. An appeal procedure should be developed.
5. It is understood that a 1/2" rise on a walk is deemed to be a trip hazard in Wyandotte. What else constitutes the need for concrete replacement? We may need safe walks but they certainly do not have to be pristine. I cannot imagine the number of trip hazards that had to be discovered recently in the SE section of town to amass a recent bill in excess of \$220,000.

There are many more questions to ask and more answers to be found but I am sure you do not wish me to continue for multiple pages.

For the most part, I loathe the often used expression of "Kicking the can down the road." It would, however, be a most appropriate time to use the phrase as it is what the council has done. Without a policy, the questions and problems will continue every time walks are marked.



**Stuart McCaw**

53 Emmons Court  
Wyandotte, MI  
48192-2553

PS: City Clerk's office. Unless it is mandatory, I do not request copies of this or related resolutions to be sent to me.

3

June 17, 2013

Honorable Mayor Peterson & City Council  
Wyandotte City Hall  
3200 Biddle Ave  
City of Wyandotte

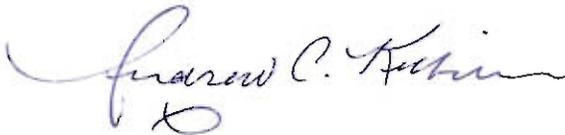
Dear Mayor and City Council:

Subject: The Fourth of July Parade

The St. Patrick's Youth Group would like permission to use the city parking lot located at First Street and Chestnut for a fundraising event. This event would consist of parking cars for spectators of the Parade, July 4th. St. Patrick's Catholic Church lots will be utilized, but the group feels the additional lot would provide more income. All proceeds benefit the teens directly.

Thank you for considering this matter. Please feel free to contact Andrew Kilburn at (734) 282-5882 or Fr. Michael at (734) 285-9840.

Sincerely,



Andrew Kilburn  
Youth Minister  
St. Patrick Catholic Church

cc: Fr. Michael Cremin, Pastor  
Fr. Linus Kinyua, Associate Pastor

4

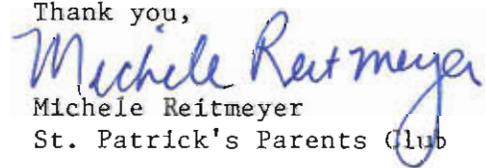
June 27, 2013

Mayor Joseph R. Peterson & City Councilmembers  
3200 Biddle Avenue  
Wyandotte, Michigan 48192

Dear Mayor Peterson & City Councilmembers:

We are requesting the use of the city-owned parking lot at First and Chestnut Streets for our fundraising event during the Street Art Fair on July 10, 2013 through July 13, 2013.

We are requesting the assistance of the Department of Public Service with barricades and signage to aid in Traffic flow.

Thank you,  
  
Michele Reitmeyer  
St. Patrick's Parents Club

5

June 25, 2013

City of Wyandotte  
3200 Biddle Ave  
Wyandotte, MI 48192

Dear Mayor and City Council:

On behalf of the Wyandotte Music Boosters we are once again requesting permission and approval for adult booster members to solicit at the intersection of Biddle Ave and Eureka Rd on Friday, July 19, 2013 and Friday, August 16, 2013 from 5pm to 9pm. Donations will be collected for the Wyandotte Marching Chief's 2013 Band Camp Fund.

In past years the Music Boosters have requested and received approval to seek donations from the public within the downtown area. Along with our Director, Mark D'Angelo, the Chiefs and the Wyandotte Music Boosters have been working diligently to raise funds to hold down the cost of band camp. We are very happy and encouraged that the total number of students in the marching band continues to increase and subsequently so will the cost to run our program. Our date for camp is fast approaching and we are seeking additional avenues to help defray student out of pocket costs. Allowing the music boosters this opportunity will be a huge step to achieving this goal.

The Marching Band is looking forward to our 2013 season and will continue to represent our community with pride. We are following up on 2012 top 10 finish at state finals. This year we are excited to present our show entitled, "A Brave New World." We have a full schedule planned this season including our 9th Annual Downriver Fanfare where we will host several area high school marching bands that will compete on Tuesday, October 1, 2013, 6PM at Roosevelt High School. We would like to encourage our Mayor and Council Member's and their families and Wyandotte residents to join and support this entertaining event.

Please consider our request for your approval.

Respectfully,



Michael J. Haggerty  
Vice President | Wyandotte Music Boosters  
465 Spruce St, Wyandotte, MI 48192  
734.246.1161 Home Phone

6-A

June 25, 2013

City Council and Mayor's Office  
3200 Biddle Avenue  
Suite 300  
Wyandotte, MI 48192

Dear Mayor and City Council,

My name is Amber Simpson and I reside at 686 Fourth Street. I have been made aware that at the last city council meeting on Monday, June 24, it was stated that my neighbor, Dale Mullins, would not be granted the request the purchase half of the lot that is between his property and mine due to the size of lot he currently owns. So I am now writing this letter to show my own interest in purchasing a larger portion of that lot and to ask for consideration of the 50 ft. lot to be divided at a 35/15 foot split. This division would achieve a more equal balance of lot sizes for both my property and his. It would also still allow my family the opportunity to add a garage at a later date.

Thank you for your time and consideration in this matter.

Sincerely,



Amber Simpson  
686 Fourth Street  
Wyandotte, MI 48192  
734-624-1796

6-25-13

6-B

Dear Mayor + City Council

My name is Dale Mullins I  
Reside @ 672 4th Street  
Wyandotte, Since the last  
Council meeting I have talked  
to my neighbor Amber Simpson  
686 4th Street we have discussed  
purchasing the lot between  
us in a 35/15 split with  
me purchasing 15 ft and her  
35 ft we feel that it would  
be a better division of the property  
to enlarge both our lots.

Thank you for your time and  
consideration.

Dale Mullins  
672 4th St  
Wyandotte Mo.  
48195

734 283-9057

Dale Mullins



## City of Riverview

14100 Civic Park Drive  
Riverview, MI 48193-7600

(734) 281-4200 · Fax (734) 281-4228

7

June 25, 2013

Mayor Joseph R. Peterson & City Councilmembers  
Mr. William R. Griggs, City Clerk  
City of Wyandotte  
3131 Biddle  
Wyandotte, MI 48192

### VIA CERTIFIED MAIL

Subject: Fee Change

Dear Mr. Griggs:

Thank you for your business with the Riverview Land Preserve. We appreciate your longstanding relationship with us.

As you know, Riverview strives to contain costs associated with landfill disposal at our facility, including both direct disposal costs and other fees and charges. We have found it necessary to increase the unloading assistance charge. This charge was last increased about two years ago.

Effective July 1, 2013 the following change will be made:

- Unloading Assistance Charge - \$140 per hour, minimum charge of \$17.00

If you have any questions concerning this letter please feel free to call me on my cell phone at 734.216.4990.

Sincerely,

RIVERVIEW LAND PRESERVE

*Solid Waste. Solid Service.*

John Menna  
Sales & Marketing  
Solid Waste Services

c. file

Mr. Kowalewski, City Engineer (via certified mail)

WYANDOTTE CITY CLERK  
2013 JUN 26 A 9:03



CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

8

MEETING: July 1, 2013

AGENDA ITEM #

**ITEM:** Resolution to concur with the Municipal Service Commission approval of a Letter of Understanding regarding 90-Day Retirement Notice

**PRESENTER:** Paul LaManes, Assistant General Manager

**INDIVIDUALS IN ATTENDANCE:** Chris Brohl, Assistant Superintendent Power Plant

**BACKGROUND:** The current contract between Municipal Service and IBEW Local 17 expires 9/30/2013 and includes a 90-day retirement notice clause. The Department of Municipal Service and Union each desire to alleviate the concern of the employees in the Defined Benefit Pension Plan, otherwise eligible to retire during the period of negotiations between the Department and Union for a renewal Collective Bargaining Agreement (CBA), of any change in the retirement programs or benefit level and to provide for stability of employment in certain critical employment classifications during the period of negotiations up to and including the ratification of the renewal CBA by the Wyandotte City Council.

**STRATEGIC PLAN/GOALS:** Mitigate retirement notices that may be submitted due to the uncertainty of the issue relative to the State of Michigan EVIP requirements for reducing unfunded accrued liabilities and changes in retirement programs or benefit levels made in pending collective bargaining.

**ACTION REQUESTED:** Concur with Municipal Service Commission Resolution # 06-2013-05 approving signing the Letter of Understanding

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** None

**IMPLEMENTATION PLAN:** Forward Letter of Understanding to IBEW Local 17 representation for signature and then counter signature by WMS General Manager/Assistant General Manager.

**COMMISSION RECOMMENDATION:** Municipal Services Commission adopted resolution # 06-2013-05 at the June 25, 2013 regular meeting authorizing the signing of the Letter of Understanding.

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Support*

**MAYOR'S RECOMMENDATION:** *[Signature]*

**LEGAL RECOMMENDATION:** Reviewed by WMS Labor Counsel

**LIST OF ATTACHMENTS**

- Proposed Letter of Understanding
- Signed Municipal Service Commission Resolution

**MODEL RESOLUTION:** BE IT RESOLVED by the City Council that Council Concurs with the Wyandotte Municipal Service Commission in the following resolution.

A Resolution authorizing the Department of Municipal Service General Manager/Assistant General Manager to sign a Letter of Understanding regarding the 90-day Retirement Notice with IBEW Local #17.

I move the adoption of the foregoing resolution.

MOTION by  
Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

Stee  
Sabuda  
Sutherby-Fricke  
Galeski  
Schultz  
Miciura Jr.

**MODEL RESOLUTION:**

**WHEREAS**, the Department of Municipal Service desires to provide for stability of employment in certain critical employment classifications during the period following expiration of the current Collective Bargaining Agreement (**CBA**) through ratification by the City of Wyandotte City Council of a renewal CBA covering the period October 1, 2013 and thereafter, and

**WHEREAS**, the critical employment classifications are populated by persons in the Defined Benefit Retirement Plan described in Article XXIII of the current CBA, who are otherwise eligible to retire, and

**WHEREAS**, the Department of Municipal Service and Union each desire to alleviate the concern of the employees in the Defined Benefit Plan, otherwise eligible to retire during the period of negotiations between the Department and Union for a renewal CBA, of any change in the retirement programs or benefit level; now therefore

**BE IT RESOLVED**, by the Wyandotte Municipal Service Commission, a majority of its members thereto concurring, that the General Manager or Assistant General Manager, in his absence, is approved to sign a the Letter of Understanding regarding the 90-day retirement notice with IBEW Local #17.

I move the adoption of the foregoing resolution.

MOTION by Commissioner Delisle

Supported by Commissioner Sadowski

<u>YEAS</u>	<u>COMMISSIONER</u>	<u>NAYS</u>
	Figurski	
	Sadowski	
	Lupo	
	Delisle	
	Cole	

ADOPTED this

**ATTEST:**

**WYANDOTTE MUNICIPAL SERVICE COMMISSION**

By: James S. Figurski  
President

By: [Signature] 6/26/13  
Secretary

FINAL

LETTER OF UNDERSTANDING

This Letter of Understanding is by and between the Department Of Municipal Service of the City of Wyandotte (**DMS**) and Local Union 17 of the International Brotherhood of Electrical Workers, AFL-CIO (**UNION**) currently signatories to an existing Collective Bargaining Agreement (**CBA**) expiring September 30, 2013.

WHEREAS **DMS** desires to provide for stability of employment in certain critical employment classifications during the period following the expiration of the current **CBA** through ratification by the City of Wyandotte City Council of a renewal CBA covering the period October 01, 2013 and thereafter,

AND WHEREAS the critical employment classifications are populated by persons in the Defined Benefit Retirement Plan described in Article XXIII of the current **CBA**, who are otherwise eligible to retire,

AND WHEREAS the **Union** and **DMS** each desire to alleviate the concern of the employees in the Defined Benefit Plan, otherwise eligible to retire during the period of negotiations between the **Union** and **DMS** for a renewal CBA, of any change in the **DMS** retirement programs or benefit level,

BE IT THEREFORE UNDERSTOOD AND AGREED AS FOLLOWS:

1. For Defined Benefit Plan employees, who have attained or attains his/her voluntary retirement age and who has acquired or acquires his/her applicable minimum credited service on or before the ratification of a new collective bargaining agreement between Wyandotte Municipal Services and the International Brotherhood of Electrical Workers Local 17 that expires on September 30, 2013; The required Article XXIII, Section 1 Notice that "All employees eligible for pension who contemplate retirement are requested to provide a minimum of 90 days' notice of their expected retirement date to their Supervisor", may be delayed by such employee up to and including the City business day following the day following the approval of the collective bargaining agreement by the Wyandotte City Council.
2. Pension benefits for the employees described in paragraph 1 above, including multipliers and inclusion of overtime and final payouts in the FAC computation, shall remain in effect for such employees as in the collective bargaining agreement between Wyandotte Municipal Services and the International Brotherhood of Electrical Workers covering the time period of October 1, 2009 – September 30, 2013 through and including the date of ratification of a renewal agreement by Wyandotte City Council.

FINAL

3. In effect, an employee stating his/her intention to retire on or before approval of a new collective bargaining agreement and working up to 90 days after the approval of said agreement will be able to retire under the terms of the expired agreement.

**DEPARTMENT OF MUNICIPAL  
SERVICE, CITY OF WYANDOTTE**

**IBEW, LOCAL 17**

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF WYANDOTTE**

\_\_\_\_\_  
Date: \_\_\_\_\_

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



**MAYOR**  
Joseph R. Peterson

**COUNCIL**  
Sheri Sutherby Fricke  
Daniel E. Galeski  
Ted Miciura, Jr.  
Leonard T. Sabuda  
Donald C. Schultz  
Lawrence S. Stec

**TAX INCREMENT FINANCE AUTHORITY**

June 26, 2013

The Honorable Mayor Joseph Peterson  
And Council Members  
City Hall  
Wyandotte, Michigan

Dear Mayor Peterson and Council Members:

The City of Wyandotte Tax Increment Finance Authority has adopted the attached resolution, submitted for your information and action, regarding the sale of buildable lots purchased with TIFA funds.

Further, the Board expressed its goal to continue to work co-operatively with the Mayor and City Council in our mutual goal of successfully redeveloping, restoring and revitalizing our great City of Wyandotte.

Very truly yours,

Charles Mix  
Chairman Tax Increment Finance Authority

Attachment

OFFICIALS

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



MAYOR  
Joseph R. Peterson

COUNCIL  
Sheri Sutherby Fricke  
Daniel E. Galeski  
Ted Miciura, Jr.  
Leonard T. Sabuda  
Donald C. Schultz  
Lawrence S. Stec

TAX INCREMENT FINANCE AUTHORITY

RESOLUTION ADOPTED BY THE WYANDOTTE TAX INCREMENT FINANCE  
AUTHORITY ON JUNE 25, 2013

RESOLVED BY THE WYANDOTTE TAX INCREMENT FINANCE AUTHORITY  
that the sale of any buildable lot purchased with Tax Increment Finance Authority funds  
not to be used for development of a single family dwelling shall be sent to the Tax  
Increment Finance Authority Board for approval.

I move the adoption of the foregoing Resolution:

MOTION BY MEMBER \_\_Sadowski\_\_

SUPPORTED BY MEMBER \_\_Mayhew\_\_

<u>YEAS</u>	<u>MEMBER</u>	<u>NAYS</u>
___	Badalamenti	___
<u>  X  </u>	Drysdale	___
___	Garmo	___
<u>  X  </u>	LaManes	___
<u>  X  </u>	Maher	___
<u>  X  </u>	Mayhew	___
<u>  X  </u>	Mix	___
<u>  X  </u>	Sadowski	___
<u>  X  </u>	Sliwinski	___

Absent: \_\_Badalamenti, Garmo\_\_

Resolution Passed

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

10  
AGENDA ITEM # \_\_\_\_\_

**MEETING DATE:** July 1<sup>st</sup> 2013

**ITEM:** Wyandotte Street Art Fair Parking Lot Contract

**PRESENTER:** Heather A. Thiede, Special Events Coordinator

**INDIVIDUALS IN ATTENDANCE:** Heather A. Thiede, Special Events Coordinator

**BACKGROUND:** The Special Event Office staff is currently planning our special events for 2013. We would like the Roosevelt High School Band to run the city owned lot #11 located off of Oak and Second Streets. Please see the attached contract for the 2013 Wyandotte Street Art Fair, July 10<sup>th</sup> through the 13<sup>th</sup>.

**STRATEGIC PLAN/GOALS:** The City of Wyandotte hosts several quality of life events throughout the year. These events serve to purpose the goals of the City of Wyandotte by bringing our community together with citizen participation and supporting the local businesses and non-profit organizations

**ACTION REQUESTED:** We request authorization for the Mayor or city clerk to sign and return original contract to the Special Event Coordinator.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

WSAF Revenue Account – 285-000-655-650-089      \$1,000

**IMPLEMENTATION PLAN:** The resolutions and all necessary documents will be forwarded to the Special Event Coordinator.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *[Signature]*

**LEGAL COUNSEL'S RECOMMENDATION:** Concur with recommendation, signature on file.

**MAYOR'S RECOMMENDATION:** *[Signature]*

**LIST OF ATTACHMENTS**

2013 Parking Lot Contract

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: July 1<sup>st</sup> 2013

RESOLUTION by Councilman \_\_\_\_\_

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special

Event Coordinator to approve the contract between the City of Wyandotte and the Roosevelt High School Band for the 2013 Wyandotte Street Art Fair.

I move the adoption of the foregoing resolution.

MOTION by Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
Stec

### City of Wyandotte Street Art Fair Parking Concession Agreement

The City of Wyandotte Recreation, Leisure and Culture Department enter into an agreement with the Wyandotte Roosevelt High School/Marching Band for the rental of the Wyandotte Parking Lot #11 located off of Oak Street between First and ~~Third~~ <sup>Second</sup> Streets. This agreement will take place July 10 through July 13, 2013.

- The Wyandotte Roosevelt High School/Marching Band will supply the manpower to staff the Parking Lot from 7:30 am to 10 pm each of the days listed above. The Wyandotte Roosevelt High School/Marching Band will collect a fee of \$5.00 per vehicle.
- The Wyandotte Roosevelt High School/Marching Band will provide their shirts, money aprons, and start-up funds for the event.
- The Wyandotte Roosevelt High School/Marching Band will submit a check to the Wyandotte Street Art Fair no less than two weeks following the event:
- The Wyandotte Roosevelt High School/Marching Band will pay the Wyandotte Street Art Fair no less than \$1,000 for use of this lot.
- The City of Wyandotte Department of Public Service will provide barricades by 7:30 am Wednesday, July 10, 2013.

\_\_\_\_\_  
William R. Griggs, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor Joseph R. Peterson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wyandotte Marching Band/RHS

\_\_\_\_\_  
Date

JUNE 14, 2013

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

11

**MEETING DATE:** July 1<sup>st</sup> 2013

**AGENDA ITEM #** \_\_\_\_\_

**ITEM:** Special Event Application – Festival of Health/5k Walk/Run

**PRESENTER:** Heather A. Thiede, Special Events Coordinator

**INDIVIDUALS IN ATTENDANCE:** Heather A. Thiede, Special Events Coordinator

**BACKGROUND:** Attached please find the Special Event Application from First Presbyterian Church of Wyandotte for their July 27<sup>th</sup> Festival of Health and 5k Walk/Run. The Chief of Police, Recreation Superintendent and Fire Chief have reviewed this application/event and approved. (Please see the attached application), It is recommended by our City Attorney that First Presbyterian Church sign a hold harmless agreement provided to them from the Clerk's Office as well as add the City of Wyandotte as additional insured to their insurance policy.

**STRATEGIC PLAN/GOALS:** The City of Wyandotte hosts several quality of life events throughout the year. These events serve to purpose the goals of the City of Wyandotte by bringing our community together with citizen participation and supporting the local businesses and non-profit organizations.

**ACTION REQUESTED:** It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of the City Park and property for their event held July 27<sup>th</sup>, from 10 am to 1 pm.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** N/A

**IMPLEMENTATION PLAN:** The resolutions and all necessary documents will be forwarded to the Chief of Police, Department of Public Service, Recreation, Fire Department and Special Event Coordinator.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION** *[Signature]*

**LEGAL COUNSEL'S RECOMMENDATION:** Concur with recommendation, signature on file.

**MAYOR'S RECOMMENDATION:** *OK [Signature]*

**LIST OF ATTACHMENTS**

Special Event Application – First Presbyterian Church of Wyandotte

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: July 1<sup>st</sup> 2013

RESOLUTION by Councilman\_\_\_\_\_

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent to approve the use of City Parks and property for the event held July 27<sup>th</sup>.

I move the adoption of the foregoing resolution.

MOTION by Councilmen\_\_\_\_\_

Supported by Councilman\_\_\_\_\_

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
Stec



# CITY OF WYANDOTTE APPLICATION FOR SPECIAL EVENT

A. NAME OF APPLICANT: The Rev. Arthur Oberg of First Presbyterian Church of Wyandotte

PHONE: 734-272-6296 EMAIL: gusvarthur@sbcglobal.net

HOME ADDRESS: 3332 18th Street; Wyandotte, MI. 48192

AGENT (IF DIFFERENT FROM ABOVE) The Presbytery of Detroit

PHONE: 313-247-0792 EMAIL: msmarylloyd@hotmail.com

MAILING ADDRESS: 17575 Hubbell; Detroit, MI. 48235

If the person making the application is a partnership, corporation or other association, you must provide the above information for all partners, officers, directors or members. If the applicant is a corporation, a copy of the articles of incorporation or other pertinent data may be required.

B. DESCRIPTION OF THE PROPOSED EVENT: \_\_\_\_\_

Festival of Health:  
The purpose of this event is to provide all free critical health screenings and distribute relevant, current information about how to improve and sustain good health for all people.

C. SITE OF PROPOSED EVENT: \_\_\_\_\_

Bishop Park (2701 Van Alstyne St) on the Detroit River has a sightseeing boardwalk and a large popular fishing pier. Bishop has a concession stand, picnic areas, two picnic shelters, restrooms, playground sets, basketball courts. Pets, bicycles, skateboards and alcohol are banned. The park is open 6am to 10pm with parking on-the-street.

D. TIME OF PROPOSED EVENT: 10am to 1pm

E. ESTIMATED MAXIMUM NUMBER OF PERSONS EXPECTED AT THE EVENT FOR EACH DAY: 200 People; 100 Screenings.

F. IS ALCOHOL GOING TO BE SERVED OR PROVIDED AT THIS EVENT? No.

DO YOU HAVE A LICENSE? No.

G. SUBMIT A DETAILED EXPLANATION, INCLUDING DRAWINGS AND DIAGRAMS WHERE APPLICABLE, OF YOUR PLANS TO PROVIDE FOR THE FOLLOWING— See the following page for more details.

1. POLICE/SECURITY AND FIRE PROTECTIONS
2. FOOD, WATER AND ELECTRICAL SUPPLY
3. HEALTH AND SANITATION FACILITIES
4. MEDICAL FACILITIES AND SERVICES, INCLUDING EMERGENCY VEHICLES AND EQUIPMENT
5. VEHICLE ACCESS AND PARKING FACILITIES
6. CAMPING AND TRAILER FACILITIES, IF OVERNIGHT STAYS ARE ANTICIPATED
7. ILLUMINATION
8. COMMUNICATION
9. FACILITIES FOR CLEAN UP AND WASTE DISPOSAL
10. NOISE CONTROL AND ABATEMENT
11. INSURANCE AND BONDING ARRANGEMENTS
12. CLEAN- UP PROCEDURE

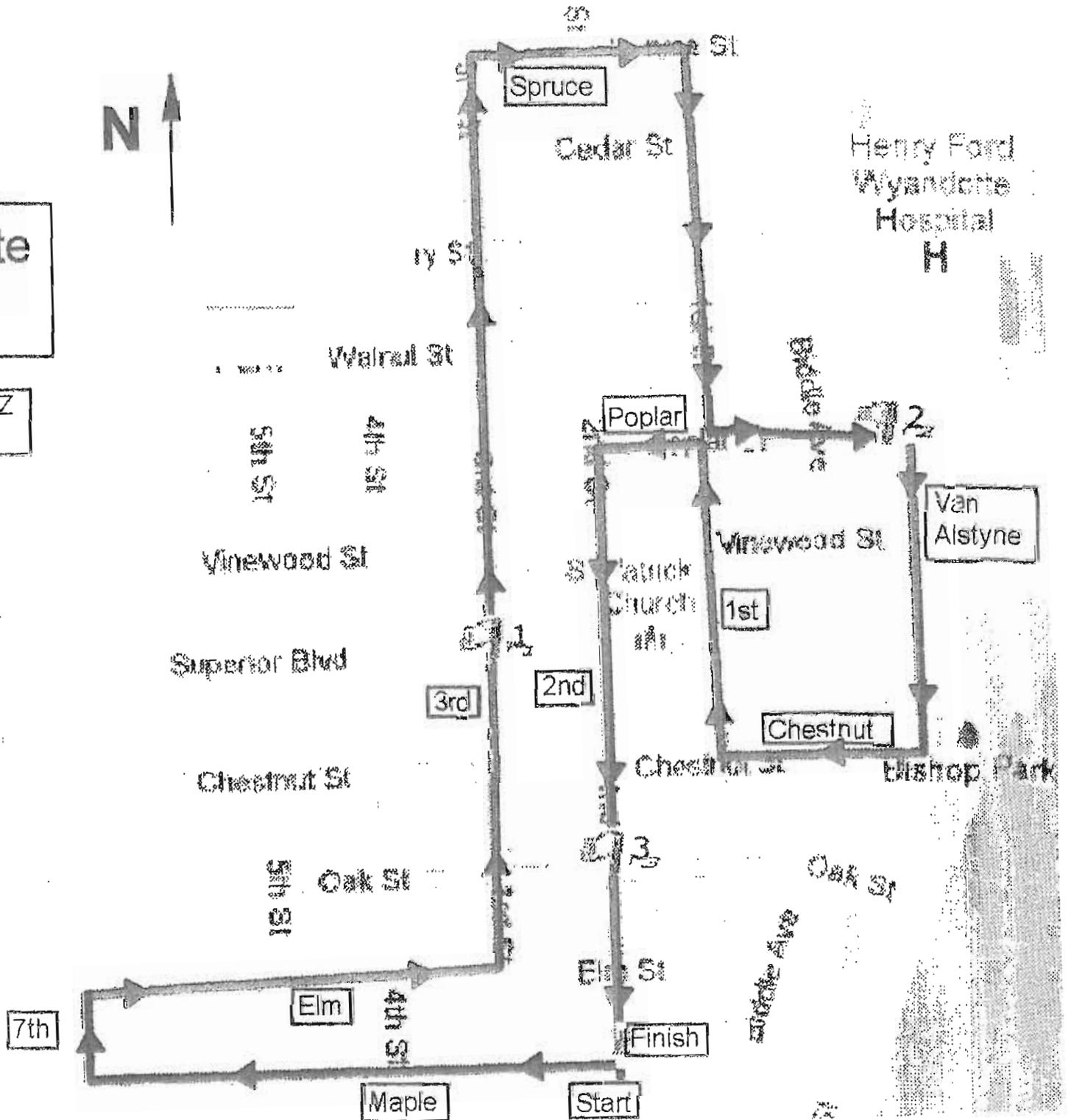
Date: \_\_\_\_\_ Signature: \_\_\_\_\_

G. SUBMIT A DETAILED EXPLANATION, INCLUDING DRAWINGS AND DIAGRAMS WHERE APPLICABLE, OF YOUR PLANS TO PROVIDE FOR THE FOLLOWING—

1. POLICE/SECURITY AND FIRE PROTECTIONS: **A volunteer function.**
2. FOOD, WATER AND ELECTRICAL SUPPLY: **No food or water because they are available in the park at the concession stand. We will need power supply for a musical band and mobile health unit eye examination equipment.**
3. HEALTH AND SANITATION FACILITIES: **Restrooms to wash hands is needed.**
4. MEDICAL FACILITIES AND SERVICES, INCLUDING EMERGENCY VEHICLES AND EQUIPMENT: **We are a medical unit.**
5. VEHICLE ACCESS AND PARKING FACILITIES: **The 16ft mobile health van will be parked within the park. Street parking for guests should be adequate by on-the-street parking.**
6. CAMPING AND TRAILER FACILITIES, IF OVERNIGHT STAYS ARE ANTICIPATED: **No.**
7. ILLUMINATION: **Not necessary.**
8. COMMUNICATION: **Two 7ft signs will be displayed for a week announcing the event.**
9. FACILITIES FOR CLEAN UP AND WASTE DISPOSAL: **Existing trash disposal units and trash cans should be sufficient.**
10. NOISE CONTROL AND ABATEMENT: **Volunteer band performance 11am to 1pm.**
11. INSURANCE AND BONDING ARRANGEMENTS: **United Church Insurance.**
12. CLEAN— UP PROCEDURE: **A team of volunteers.**

# 2013 Wyandotte Step It Up 5K

Map by GZ  
May 2013

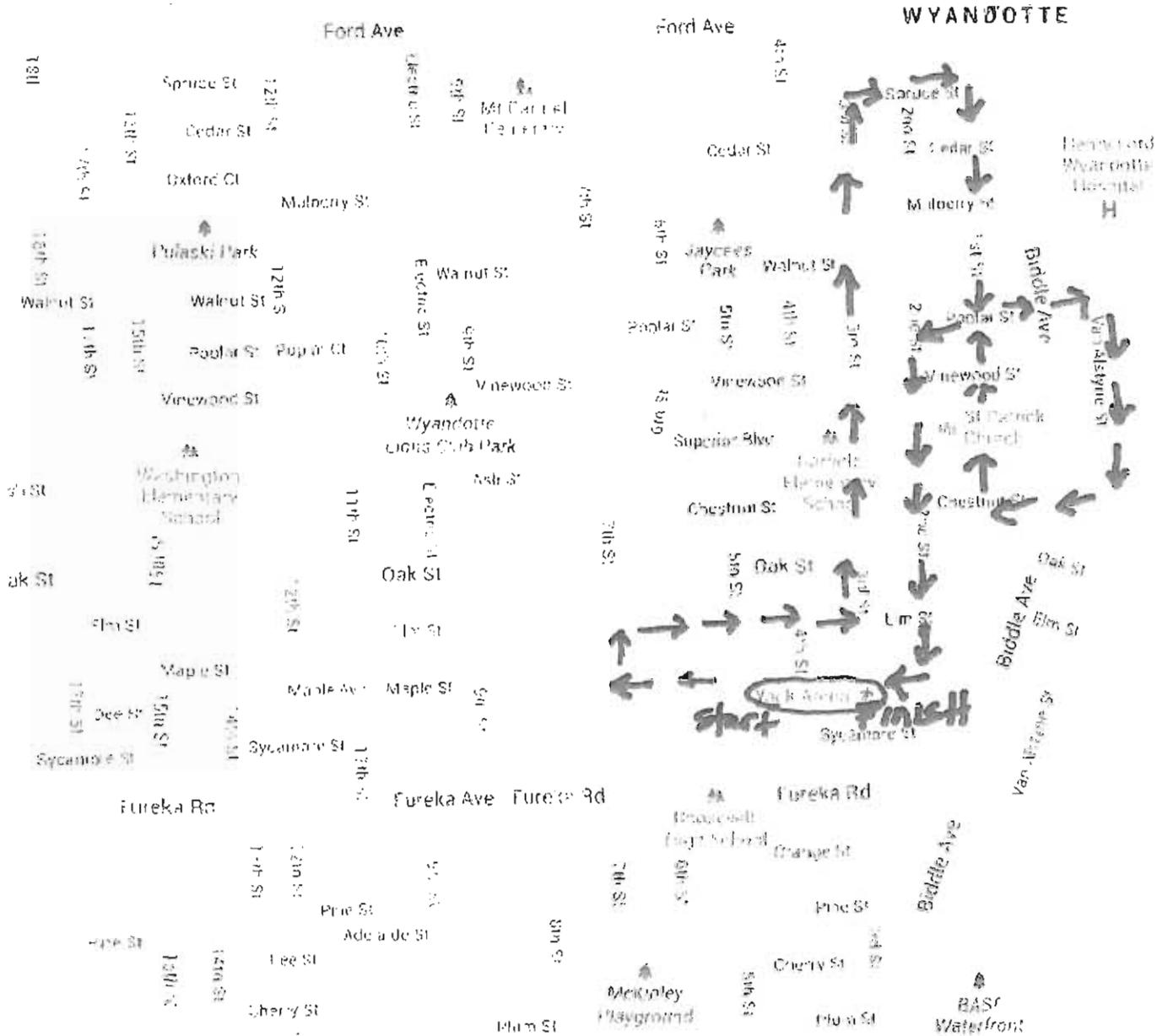




Address Wyandotte, MI

step it up! 7/27/13

Get Google Maps on your phone  
Text the word "GMAPS" to 466453

# FREE HEALTH SCREENINGS!

Height, Weight, Vision, Audio, Blood Pressure, Skin  
Cancer, Asthma-Breathing Tests, Dental, Free  
Health Education, and MUCH MORE!!

Festival of Health  
Bishop Park  
Wyandotte, MI. 48192  
313-247-0792  
Saturday, July 27th - 10am to 1pm



"That All May Have Life Abundantly." John 10:10

Free  
Entertainment



*Sponsored by the Synod of the Covenant Mobile Health Fair Program*

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

12

**MEETING DATE:** July 1<sup>st</sup> 2013

**AGENDA ITEM #** \_\_\_\_\_

**ITEM:** Special Event Application - AKT Theatre

**PRESENTER:** Heather A. Thiede, Special Events Coordinator

**INDIVIDUALS IN ATTENDANCE:** Heather A. Thiede, Special Events Coordinator

**BACKGROUND:** Attached please find the Special Event Application from AKT Theatre for their special events, Shakespeare in the Park to be held Fridays and Saturdays from August 2<sup>nd</sup> to August 17<sup>th</sup> from 6 pm to 10 pm in Bishop Park or the former Theatre Lot at Elm and First.

The stage that the group will use only touches the ground at the corners, so they would not damage the grass in the park or the lot (*please see attached layout*). It was recommended by the Police Chief that any staging not be left in Bishop Park.

We are asking for your permission to move forward with this series of sonnets in the park/theatre lot. Without the damage of grass and staging remaining in the park, the Chief of Police, Recreation Superintendent and Fire Chief have reviewed this application/event and approved. (*Please see the attached application*).

**STRATEGIC PLAN/GOALS:** The City of Wyandotte hosts several quality of life events throughout the year. These events serve to purpose the goals of the City of Wyandotte by bringing our community together with citizen participation and supporting the local businesses and non-profit organizations.

**ACTION REQUESTED:** It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of the City Park and property for their event held Friday and Saturday nights from August 2<sup>nd</sup> to August 17<sup>th</sup> from 6 to 10 pm.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** N/A

**IMPLEMENTATION PLAN:** The resolutions and all necessary documents will be forwarded to the Chief of Police, Department of Public Service, Recreation, Fire Department and Special Event Coordinator.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION** *Duydale*

**LEGAL COUNSEL'S RECOMMENDATION:** Concurs with recommendation, approval on file.

**MAYOR'S RECOMMENDATION:** *[Signature]*

**LIST OF ATTACHMENTS**

Special Event Application – AKT Theatre

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: July 1<sup>st</sup> 2013

RESOLUTION by Councilman \_\_\_\_\_

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent to approve the use of City Parks and property for the event held Friday and Saturday nights from August 2<sup>nd</sup> to August 17<sup>th</sup> from 6 to 10 pm in Bishop Park/ the Old Theatre Lot.

I move the adoption of the foregoing resolution.

MOTION by Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

- Fricke
- Galeski
- Miciura
- Sabuda
- Schultz
- Stec



CITY OF WYANDOTTE  
APPLICATION FOR SPECIAL EVENT

A. NAME OF APPLICANT: Angie Kane Ferrante (The AKT Theatre Project)

PHONE: 734-775-0983 EMAIL: angie@AKTtheatre.com

HOME ADDRESS: 1707 Ash Wyandotte, MI 48192

AGENT (IF DIFFERENT FROM ABOVE) \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

If the person making the application is a partnership, corporation or other association, you must provide the above information for all partners, officers, directors or members. If the applicant is a corporation, a copy of the articles of incorporation or other pertinent data may be required.

B. DESCRIPTION OF THE PROPOSED EVENT: Outdoor performances of selected scenes, sonnets, and soliloquies of William Shakespeare.

C. SITE OF PROPOSED EVENT: The old theatre lot on the corner of Elm and First Street OR Bishop Park

D. TIME OF PROPOSED EVENT: Approximately 6pm-10pm Fridays & Saturdays August 2nd-August 17th, 2013

E. ESTIMATED MAXIMUM NUMBER OF PERSONS EXPECTED AT THE EVENT FOR EACH DAY: \_\_\_\_\_

F. IS ALCOHOL GOING TO BE SERVED OR PROVIDED AT THIS EVENT? No  
DO YOU HAVE A LICENSE? N/A

G. SUBMIT A DETAILED EXPLANATION, INCLUDING DRAWINGS AND DIAGRAMS WHERE APPLICABLE, OF YOUR PLANS TO PROVIDE FOR THE FOLLOWING—

1. POLICE/SECURITY AND FIRE PROTECTIONS
2. FOOD, WATER AND ELECTRICAL SUPPLY
3. HEALTH AND SANITATION FACILITIES
4. MEDICAL FACILITIES AND SERVICES, INCLUDING EMERGENCY VEHICLES AND EQUIPMENT
5. VEHICLE ACCESS AND PARKING FACILITIES
6. CAMPING AND TRAILER FACILITIES, IF OVERNIGHT STAYS ARE ANTICIPATED
7. ILLUMINATION
8. COMMUNICATION
9. FACILITIES FOR CLEAN UP AND WASTE DISPOSAL
10. NOISE CONTROL AND ABATEMENT
11. INSURANCE AND BONDING ARRANGEMENTS
12. CLEAN-UP PROCEDURE

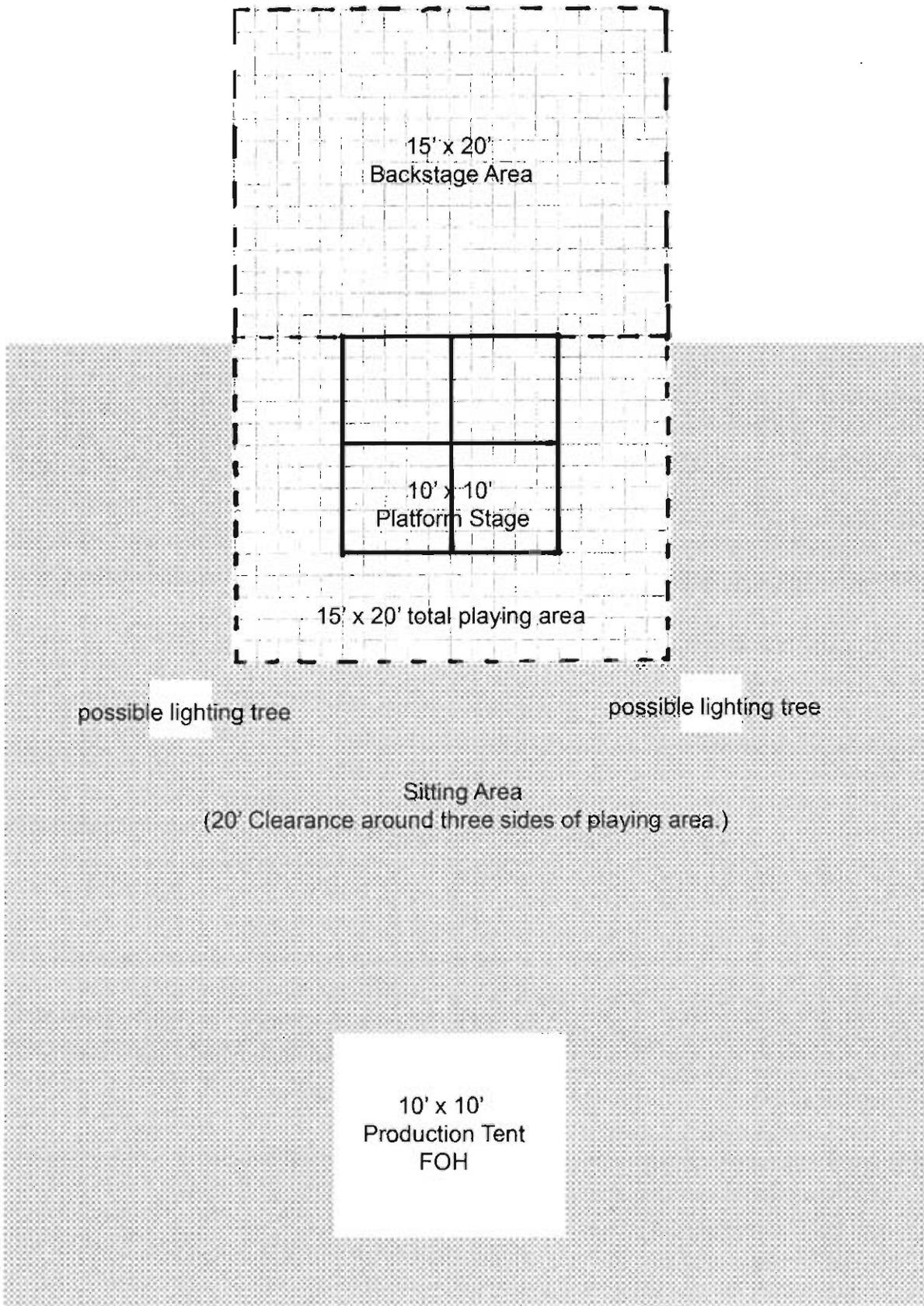
Date: 5-18-2013 Signature: Angie Ferrante

Digitally signed by Angie Ferrante  
DN: cn=Angie Ferrante, o=The AKT Theatre Project, ou=Angie Ferrante, email=angie@akttheatre.com, c=US  
Date: 2013.05.18 15:00:00-0400

# Shakespeare In The Park - 2013

## AKT Theatre

Call Angie Ferrante  
with any questions 734-775-0983



CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

13

MEETING DATE: July 1, 2013

AGENDA ITEM #

**ITEM:** Repairs to the Aerial Lift Truck for Department of Public Service (DPS)

**PRESENTER:** Mark A. Kowalewski, City Engineer

*Mark Kowalewski 6-27-13*

**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer

**BACKGROUND:** The DPS is in need of repairing the 2003 Aerial Lift Truck. Attached is a quote from Cannon Truck Equipment, Shelby Twp., Michigan in the amount of \$3,114.05. Cannon Truck Equipment is a single source provider for this equipment; therefore no other quotes were sought.

**STRATEGIC PLAN/GOALS:** We are committed to creating fiscal stability, streamlining government operations, make government more accountable and transparent to its citizens and making openness, ethics and customer service the cornerstones of our City government.

**ACTION REQUESTED:** Approve acceptance of quote from Cannon Truck Equipment, Shelby Twp., MI in an amount not to exceed \$3,114.05

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** 101-448-825-435

**IMPLEMENTATION PLAN:** Repair equipment for continued use.

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** *dupdal*

**LEGAL COUNSEL'S RECOMMENDATION:** *N/A*

**MAYOR'S RECOMMENDATION:** *ok JRP*

**LIST OF ATTACHMENTS:** Quote from Cannon Truck Equipment

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: July 1, 2013

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding acceptance of Cannon Truck Equipment, Shelby Twp., Michigan, in the amount not to exceed \$3,114.05 from account 101-448-825-435 for repairs to the Aerial Lift Truck is hereby approved.

I move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____



**CANNON**  
truck equipment

METRO DETROIT  
51761 Danview Technology Ct.  
Shelby Twp, MI 48315  
Ph: (586) 991-0054  
Fx: (586) 991-0074

Q U O T A T I O N  
=====

Quote No. S19054

STATE REG NO: P151568  
DEALER LICENSE NUMBER: B6542

Page 1

Customer: 1117  
CITY OF WYANDOTTE  
4201 13TH STREET  
  
WYANDOTTE, MI 48912

: Quote Date  
: Expire Date  
N30: Terms  
: Delivery

Contact: DAVE ROTHERMAL 734-324-4590 Phone: 734-324-7100 Fax: 734-324-7119

VERSA LIFT  
VN551  
GA030001

REPAIRS NEEDED:

\*\*\*\*\*

1) BUCKET TWISTED.

NEEDED REPAIRS:

\*\*\*\*\*

- >REMOVE AND REINSTALL BUCKET ASSEMBLY
- >REMOVE AND REINSTALL UPPER LEVELING CHAINS
- >REMOVE AND REPLACE PLATFORM SHAFT
- >REMOVE AND REPLACE BEARING'S
- >REMOVE AND REPLACE BROKEN MOUNTING BOLTS
- >AERIAL INSPECTION W/DIELECTRIC TEST

PARTS AND LABOR..... \$ 3114.05

MAXIMUM

101-448-825-435

QUOTE ACCEPTED AS AN ORDER \_\_\_\_\_ DATE \_\_\_\_\_ TRUCK INFO: \_\_\_\_\_

GOODS ARE SOLD ONLY WITH SUCH WARRANTIES AS MAY BE EXTENDED BY MANUFACTURER OF THE PRODUCT. WE MAKE NO OTHER WARRANTY & THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY. SALES TAX NOT INCLUDED IN ABOVE PRICE.

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

14

MEETING DATE: July 1, 2013

AGENDA ITEM # \_\_\_\_\_

ITEM: Sale of the former 337 Pine (50' x 140')

PRESENTER: Mark A. Kowalewski, City Engineer and William R. Look, City Attorney

*Mark Kowalewski - 6-25-13*

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer and William R. Look, City Attorney

BACKGROUND: The Council Resolution from the June 3, 2013, Council Meeting directed the City Attorney and City Engineer to prepare a purchase agreement to sell the former 337 Pine. Attached please find the Purchase Agreement for Patrick and Patricia Mastrogiacomo, the adjacent property owners at 345 Pine, to acquire the former 337 Pine for the amount of \$5,000. The combination of the two (2) parcels will result in one (1) parcel measuring 100' x 140'.

STRATEGIC PLAN/GOALS: Committed to maintaining and developing excellent neighborhoods by; matching tools and efforts to the conditions in city neighborhoods and continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

ACTION REQUESTED: Approve Purchase Agreement to sell property to the adjacent property owners.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Once approved, will schedule closing on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *N/A as Council has already directed the action to occur.*

LEGAL COUNSEL'S RECOMMENDATION: *PA reviewed and approved by B. Look*

MAYOR'S RECOMMENDATION: *OK JRP*

LIST OF ATTACHMENTS: Sales Agreements

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: July 1, 2013

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council approves the Purchase Agreement to sell the former 337 Pine to Patrick and Patricia Mastrogiacomo in the amount of \$5,000; AND

BE IT FURTHER RESOLVED that the Department of Legal Affairs is hereby directed to prepare the necessary documents and the Mayor and Clerk are hereby authorized to sign said

I move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____

**LOOK, MAKOWSKI and LOOK**  
 ATTORNEYS AND COUNSELORS AT LAW  
 PROFESSIONAL CORPORATION  
 2241 OAK STREET  
 WYANDOTTE, MICHIGAN 48192-5390  
 (734) 285-6500  
 FAX (734) 285-4160

William R. Look  
 Steven R. Makowski

Richard W. Look  
 (1912-1993)

**OFFER TO PURCHASE REAL ESTATE**

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ County, Michigan, described as follows:  
Wyandotte \_\_\_\_\_, Wayne \_\_\_\_\_ County, Michigan, described as follows:  
Lot 4 Block 109 Part of Wyandotte according to the Plat thereof, as recorded in L1 Page 56 and 57 WCR being known as Former  
337 Pine Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds,  
 curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit \_\_\_\_\_ if any, now  
 on the premises, and to pay therefor the sum of Five Thousand Dollars and 00/100 (\$5,000.00) Dollars, subject to the existing  
 building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

**THE SALE TO BE CONSUMMATED BY: Paragraph A**  
 (Fill out one of the four following paragraphs, and strike the remainder)

<i>Cash Sale</i>	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
<i>Cash Sale with New Mortgage</i>	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage to the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
<i>Sale to Existing Mortgage</i>	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
<i>Sale on Land Contract</i>	D. Payment of the sum of _____ Dollars, in cash or certified check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of _____ percent per annum; and which DO, DO NOT include prepaid taxes and insurance.
<i>Sale to Existing Land Contract</i>	If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
<i>Evidence of Title</i>	2. As evidence of title, Seller agrees to furnish Purchaser at Purchaser's cost a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser to pay premium for title insurance policy at time of closing.
<i>Time of Closing</i>	3. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close, however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
<i>Purchaser's Default</i>	
<i>Seller's Default</i>	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
<i>Title Objections</i>	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
<i>Possession</i>	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u> If the Seller occupies the property, it shall be vacated on or before _____ closing From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

**THIS IS A LEGAL BINDING CONTRACT, IF NOT UNDERSTOOD SEEK COMPETENT HELP**

Taxes and Prorated Items	<p>7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.</p> <p>8. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.</p>
Broker's Authorization	<p>9. The Seller is hereby authorized to accept this offer and the deposit of <u>0.00</u> Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.</p>

10. APPLICABLE TO F. H. A. SALES ONLY:

It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered in the purchaser a written statement issued by the Federal Housing Commissioner

setting forth the appraised value of the property for mortgage insurance purpose of not less than \$ \_\_\_\_\_ which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

It is further understood between Purchaser and Seller that the additional personal property listed herein has a value of \$ \_\_\_\_\_

11. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

By the execution of this instrument the Purchaser acknowledges THAT HE HAS EXAMINED THE ABOVE described premises and is satisfied with the physical condition of structures thereon and acknowledges the receipt of a copy of this offer.

The closing of this sale shall take place at the office of the City Engineer, 3131 Biddle Avenue, Wyandotte, MI

However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: This Agreement is contingent upon the following: 1. City Council approval; 2. Purchaser combining this property with property currently owned by Purchaser known as 345 Pine. Should Purchasers or their successors in title decide to split off this property, in the future, the City has the option to repurchase this property for \$5,000 and the parties will execute and record this option at closing; 3. Purchaser is responsible for all closing fees including title premium, Wayne County Fee of \$150.00 and recording fees. Closing fees will be due at time of closing; 4. Property is being purchased in an "as is" condition.

CHECK BOX IF CLOSING FEE OF \$200.00 IS TO BE PAID BY PURCHASER IS REQUIRED.

IN PRESENCE OF: MAK 6-25-13

Patrick Mastrogiacomo L. S.  
Patrick Mastrogiacomo Purchaser

Patricia Mastrogiacomo L. S.  
Patricia Mastrogiacomo Purchaser

Address 345 Pine, Wyandotte, Michigan 48192  
Phone: 734-283-4702 (073-0872)

Dated \_\_\_\_\_

**SELLER'S ACKNOWLEDGMENT OF DEPOSIT**

Received from the above named Purchaser the deposit money above mentioned, which will be applied as indicated in Paragraphs 8 and 9 above, or will be returned forthwith after tender if the foregoing offer and deposit is declined.

Address \_\_\_\_\_  
By: \_\_\_\_\_ Seller

Phone \_\_\_\_\_  
This is a co-operative sale on a \_\_\_\_\_ basis with \_\_\_\_\_

**ACCEPTANCE OF OFFER**

TO THE ABOVE NAMED PURCHASER AND BROKER:

The foregoing offer is accepted in accordance with the terms stated, and upon consummation Seller hereby agrees to pay the Broker for services rendered a commission of ( \_\_\_\_\_ Dollars) ( \_\_\_\_\_ per cent of the sale price), which shall be due and payable at the time set in said offer for the consummation of the sale, or if un consummated, at the time of Seller's election to refund the deposit, or of Seller's or Purchaser's failure, inability or refusal to perform the conditions of this offer; provided, however, that if the deposit is forfeited under the terms of said offer, the Seller agrees that one-half of such deposit (but not in excess of the amount of the full commission) shall be paid to or retained by the Broker in full payment for services rendered.

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this agreement.

IN PRESENCE OF:

CITY OF WYANDOTTE: \_\_\_\_\_ L. S.  
Joseph R. Peterson, Mayor

\_\_\_\_\_ L. S.  
William R. Griggs, City Clerk  
Address 3131 Biddle Avenue, Wyandotte

Dated: \_\_\_\_\_ Phone 734-324-4555

**PURCHASER'S RECEIPT OF ACCEPTED OFFER**

The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

Dated \_\_\_\_\_ L. S.  
Purchaser

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

MEETING DATE: July 1, 2013

AGENDA ITEM #

15

**ITEM:** Rezoning of the property known as 2809 23<sup>rd</sup> Street, Wyandotte

**PRESENTER:** Elizabeth A. Krimmel, Chairperson

**INDIVIDUALS IN ATTENDANCE:** n/a

**BACKGROUND:** The First Presbyterian Church of Wyandotte requested the rezoning of the property at 2809 23<sup>rd</sup> Street from Residential District (RA) to Office Service District (O-S). This requested was referred to the Planning Commission to hold the required public hearing.

The hearing was held on June 20, 2012, and the Commission Resolution was to deny the request to rezone the property at 2809 23<sup>rd</sup> Street to Office Service District (O-S). The rezoning as requested is not consistent with the Master Plan.

**STRATEGIC PLAN/GOALS:** The City is committed to enhancing the community's quality of life by, fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas, ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods, promoting the finest in design, amenities and associated infra-structure improvements in all new developments

**ACTION REQUESTED:** Concur with recommendation of the Planning Commission.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** n/a

**IMPLEMENTATION PLAN:** n/a

**COMMISSION RECOMMENDATION:** June 20, 2013

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shupdale*

**LEGAL COUNSEL'S RECOMMENDATION:** n/a

**MAYOR'S RECOMMENDATION:** *Mr JRP*

**LIST OF ATTACHMENTS:** Minutes of the Planning Commission

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: July 1, 2013

RESOLUTION by Councilperson \_\_\_\_\_

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the Planning Commission regarding the rezoning of the property known as 2809 23<sup>rd</sup> Street, Wyandotte is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council concur with the recommendation of the Planning Commission and hereby denies the rezoning of the property at 2809 23<sup>rd</sup> Street, Wyandotte, Michigan.

I move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

YEAS

COUNCIL

NAYS

Browning  
DeSana  
Fricke  
Galeski  
Sabuda  
Stec

PLANNING COMMISSION RESOLUTION  
FROM June 20, 2013

PUBLIC HEARING PC#022613 – Request from the First Presbyterian Church of Wyandotte to rezone the property located at 2809 23<sup>rd</sup> Street, (South 110 feet of the north 182.21 feet of the west 78 feet of Lot 254 Assessor's Wyandotte Plant No. 12 as recorded in Liber 69, Page 65 of Plats, Wayne County Records), Wyandotte, Michigan (Lot Size 110' x 78'). It is proposed that said land be rezoned from Single Family Residential District (RA) to Office Service.

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RESOLUTION

MOTION BY COMMISSIONER BENSON, supported by Commissioner Adamczyk, to recommend to the City Council that the rezoning of the property at 2809 23<sup>rd</sup> Street, Wyandotte be DENIED for rezoning to Office Service (OS).

The rezoning of this property is not consistent with the Master Plan.

YEAS: Adamczyk, Benson, Booms, Krimmel, Lupo, Pasko, Tavernier

NAYS: none

ABSENT: Duran and Parker

MOTION PASSED

**SPECIAL ORDER:**

- Presentation from Natalie Rankine, Downtown Development Director, regarding Outdoor Cafés in Downtown Wyandotte.
- Master Plan Update: Notices were sent to the abutting Cities on May 6, 2013. Commission needs to schedule Public Hearing on the proposed Master Plan. MOTION BY COMMISSIONER BOOMS, supported by Commissioner Pasko to hold the required public hearing for the changes to the Master Plan Map on July 18, 2013. MOTION PASSED.
- 2013-2014 Budget - MOTION BY COMMISSIONER LUPO to approve the 2013-2014 Budget with the deduction of the cost for the Master Plan, Motion was withdrawn. MOTION BY COMMISSIONER TAVERNIER, supported by Commission Lupo to approve the 2013-2014 Budget as submitted. MOTION PASSED
- The Commission discussed variances granted by the Zoning Board for variances to landscape plans. The Commission wishes to have these requests be reviewed by the Planning Commission before the applicant seeks a variance from the Zoning Board of Appeals. MOTION BY COMMISSIONER BOOMS, supported by Commissioner Pasko that a communication be sent to the City Engineer requesting that plans for landscape and layout be submitted to the Planning Commission before being sent to the Zoning Board of Appeals for variances. MOTION PASSED

**BILLS AND ACCOUNT:**

MOTION BY COMMISSIONER BOOMS, supported by Commissioner Lupo to:  
Pay Beckett & Raeder for Planning Consultant fee for June in the amount of \$700.00  
Hours for Secretarial Services: 04/19/13 – 05/31/13 74.50 Total Hours

YEAS: Adamczyk, Benson, Booms, Krimmel, Lupo, Pasko, Tavernier  
NAYS: none  
ABSENT: Duran and Parker  
MOTION PASSED

**MOTION TO ADJOURN:**

MOTION BY COMMISSIONER BOOMS, supported by Commissioner Pasko to adjourn the meeting at 7:40 p.m.

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 PUBLIC HEARING PC#022613 – Request from the First Presbyterian Church of Wyandotte to rezone the property located at 2809 23<sup>rd</sup> Street, (South 110 feet of the north 182.21 feet of the west 78 feet of Lot 254 Assessor's Wyandotte Plant No. 12 as recorded in Liber 69, Page 65 of Plats, Wayne County Records), Wyandotte, Michigan (Lot Size 110' x 78').

---

Chairperson Krimmel opened the Public Hearing and asked if there was anyone present who wished to speak about this public hearing.

Reverend Arthur Oberg, present

Diana Hibbler, church member, present

Reverend Oberg explained that the site was used for a home for ministers. For what they want to do with it now, it will be required to be rezoned to OS. The house has been setting vacant. They have invested a lot of money in renovations. They would like to lease it to a doctor, chiropractor, psychiatrist, attorney, etc, that is the use they have in mind.

Reverend Oberg continued that as you know most churches are struggling, and they would accept any conditions if they could have it rezoned.

Member Lupo asked if the Venture Center was the last tenant. Reverend Oberg replied no, it was renamed to that after the group that helped renovate it. Member Lupo asked about the last tenant, was there an adult foster care. Reverend Oberg replied yes. Member Lupo asked what had been there from day one. Reverend Oberg replied minister home, then the State of Michigan as an adult home. Member Lupo asked if there would be one tenant. Reverend Oberg replied yes. Member Lupo asked how many square feet the dwelling was. Reverend Oberg replied 4,000. Member Lupo asked if there were 46 to 48 parking spaces. Reverend Oberg replied yes.

Two (2) letters in opposition were read into minutes.

Chairperson Krimmel asked Mr. Leman to read the preamble for Office Service District to let everyone know what is allowed. Mr. Leman read the section.

Chairperson Krimmel asked Mr. Leman if a convenience store would be allowed if it were to be rezoned. Mr. Leman replied only if it was needed to support office use.

Member Benson stated that the building is zoned RA, and if the building was on Oak Street, he might have a different opinion, but it is in the residential area. Member Benson referred to the Master Plan, Page 14, which specifically states "Protect residential areas from encroachment by incompatible land uses".

Member Benson continued that to him this would be spot zoning, and the Planning Commission has been opposed to spot zoning in the past, and he can't vote in good faith for a commercial use in a residential area. He might have a different opinion if the dwelling was located on Oak Street.

There being no more questions, the public hearing was closed.

Two (2) communications were received in opposition of the request.

---

Rec 6/20/13  
VZ

June 18, 2013

City of Wyandotte Planning Commission  
3200 Biddle Avenue, Suite 200  
Wyandotte, MI 48192

RE: Public Hearing #022613  
Rezoning of 2809 23<sup>rd</sup> Street

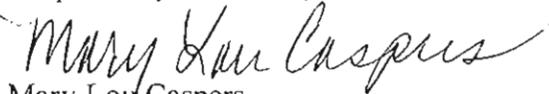
Dear Planning Commission Members:

I would like to express my opposition to the rezoning of the property at 2809 23<sup>rd</sup> Street from Single Family Residential District to Office Service District. I am opposed to this change for the following reasons:

- The property is located on a residential street rather than a street with commercial buildings. Therefore, automobiles would have to drive on 23<sup>rd</sup> street to reach the parking lot for this building;
- Children on this block of 23<sup>rd</sup> street ride their bicycles and play on the sidewalk. Frequently, a ball or toy ends up in the street and the extra automobile traffic that a commercial building would attract poses a hazard to the children;
- A number of retired people live on this block and the extra noise from a commercial enterprise would be a nuisance for them particularly in the summertime – actually for all of us who enjoy sitting outside during the summer;
- Finally, I worry that the presence of a commercial building on our residential street will decrease our property values. Who would want to buy a house if there is an office with extra traffic and noise close by?

I am sorry that I will not be able to attend the Planning Commission meeting. Thank you for allowing me to express my opinion.

Respectfully submitted,



Mary Lou Caspers  
2729 23<sup>rd</sup> Street  
Wyandotte, MI 48192

Telephone: 734-283-6283

Rec 6/20/13  
K

Wyandotte Planning Commission,  
June 19, 2013

In regards to Hearing #022613:

*As home owners at 2719 23<sup>rd</sup> Street and residents of Wyandotte for over forty eight years, we have many concerns about the rezoning. My wife and I appreciate the opportunity to express our concerns in regard to the rezoning of the single family residential district at 2809 23<sup>rd</sup> Street to an office service district (O-S).*

*We feel public office space would mean we are no longer a residential district, but a commercial district, and our property value would decline. Other issues such as the existing neighborhood atmosphere would be compromised, increased traffic could jeopardize the safety of our children; not to mention elevated noise levels, and a significant increase in street parking.*

*Thank you for considering our opinion.*

Sincerely,

*Raymond and Margaret Lisecki.*  
*Raymond T. Lisecki*  
*Margaret A. Lisecki*

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

16

MEETING DATE: July 1, 2013

AGENDA ITEM #

ITEM: City Purchasing 225I 10<sup>th</sup> Street, Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer

*Mark Kowalewski 6-25-13*

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: This property is an eyesore in the neighborhood. The Council has determined that the property is unsafe and dangerous due to the property being vacant. The Council directed the demolition of the structure due to the condition thru the Show Cause Hearing procedure. The property became available for the City to purchase for \$10,260.00.

Furthermore, attached are bids received on June 18, 2013 for said demolition, and Pro Excavation was determined to be the most qualified bid.

STRATEGIC PLAN/GOALS: City is committed to maintaining and developing excellent neighborhoods by enabling and empowering neighborhood organizations and associations, matching tools and efforts to the conditions in city neighborhoods, tracking infrastructure conditions in all neighborhoods. The city will work to establish and sustain the quality of street lighting, sidewalks, curbs, gutters and pavement, continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas

ACTION REQUESTED: Approve the Purchase Agreement for the City to acquire the property and authorize the Mayor and City Clerk to execute same and authorize Pro Excavation to demolish same once City owned.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 492-200-850-519 Land Acquisition.

IMPLEMENTATION PLAN: Mayor and City Clerk execute the Purchase Agreement. Close on the property and demolish property.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Shupdale*

LEGAL COUNSEL'S RECOMMENDATION: *PA reviewed and approved by B. Cook.*

MAYOR'S RECOMMENDATION: *OK JRP*

LIST OF ATTACHMENTS: Acquisition Tool, Purchase Agreement and Summary of bids received.

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: July 1, 2013

RESOLUTION by Councilperson \_\_\_\_\_

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the property at 2251 10<sup>th</sup> Street in the amount of \$10,260.00 to be appropriated from TIFA Area Funds; AND

BE IT RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary documents and the Mayor and City Clerk be authorized to execute the Purchase Agreement; AND

BE IT RESOLVED that William R. Look, City Attorney is authorized to execute closing documents for the purchase of the property at 2251 10<sup>th</sup> Street on behalf of the Mayor and City Clerk; AND

BE IT FURTHER RESOLVED that Council accepts the bid of Pro Excavation's bid of \$7,600 for the demolition of the property at 2251 10<sup>th</sup> Street upon completion of the Wyandotte Historical Commission inspection of the home as it pertains to the preservation of historical and cultural items for the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____

CITY OF WYANDOTTE  
ENGINEERING DEPARTMENT

**✳ ACQUISITION ANALYSIS TOOL**

**A. Property Information**

Address: 2251 10th Street  
 City: Wyandotte Zip: 48192 Parcel ID: 57-013-04-0036-000  
 County: Wayne  
 Neighborhood: \_\_\_\_\_  
 TIFA/DDA/HUD: TIFA

**B. Property Type, Condition and Characteristics**

Property Type: \_\_\_\_\_ Condition: Blighted  
 Existing/Prior Use: Residential  
 Year Built: 1917 Lot Size: 30' x 107'  
 Occupancy: Vacant  
 Zoning: Residential  
 Master Plan: \_\_\_\_\_  
 Comply with existing Building Code: \_\_\_\_\_  
 Other Amenities &/or Concerns: \_\_\_\_\_

**C. Property Ownership**

Ownership Type: Privately-owned  
 Owner Name: Asset Liquidation  
 Occupied or Vacant occupied

**D. Environmental**

Environmental Assessment Required \_\_\_\_\_  
 Estimated Cost \$ \_\_\_\_\_

**E. Cost Analysis Requirements**

SEV	Taxable	Market Value	Taxes Paid	Purchase Price	Demolition Cost
\$16,900	\$16,900	\$33,800	\$1,183	\$ 10,260.00	\$ 7,600.00

**F. Anticipated End Use**

Future Use: Sell to the adjacent property owners

	Future SEV	Future Taxable	Future Market Value	Future Taxes	NEZ Future Taxes
	\$5,000	\$5,000	\$10,000	\$250	no

Benefit to Neighborhood removing a non-conforming eyesore from the neighborhood  
 If Property is not being demolished assigned to: \_\_\_\_\_  
 Add to City Insurance Policy \_\_\_\_\_

**G. ACQUISITION**

Purchase Agreement:	Amount
	\$ 10,260.00
Demolition Cost	\$ 7,600.00
Environmental	\$ -
Total	\$ 17,860.00

**H. APPROVALS**

**City Engineer**  
 Signature \_\_\_\_\_  
 Mark A. Kowalewski City Engineer  
 Print Name Title

**City Administrator**  
 Signature \_\_\_\_\_  
 Todd A. Drysdale City Administrator  
 Print Name Title

## Contract Guidelines and Instructions

- 1) Buyer/s name MUST initial/sign, print, and date every page where indicated (if more than one buyer, all buyers must initial/sign)
- 2) Buyer/s name MUST match verbatim including middle initials throughout the Real Estate Purchase Addendum, State Contract, and any additional addendums.
- 3) Uploaded contract package should be clear and complete: anything seen as illegible will be rejected

### ATLAS TIMELINES

- 1) 48 hours to submit contracts after addendums have been sent to listing agent
- 2) 24 hours to submit requested contract/addendum corrections

### INSTRUCTIONS FOR FILLING OUT THE REAL ESTATE PURCHASE ADDENDUM

- 1) All Pages, 1-17, require buyer/s initials at bottom of page.
- 2) Page 1 of Real Estate Addendum
  - a. Enter Real Estate Purchase contract date on line two.  
This should reflect the date the state contract was created.
- 3) Page 5 of Real Estate Addendum
  - a. Line 9 – buyer/s to select either “does” or “does not”
- 4) Page 16 of Real Estate Addendum
  - a. Buyer/s need to sign, date, print name, include address, and phone
- 5) Buyer’s Acknowledgment and Disclosure
  - a. Buyer must sign and date (\*\* Date must match state contract date)
- 6) Water Damage, Toxic mold, & Environmental Disclosure
  - a. Page 2 – Buyer must sign and date (\*\* Date must match state contract date)
- 7) Lead – Based Paint Disclosure
  - a. Check box under “Certification of Accuracy” section
  - b. Buyer must sign and date (\*\* Date must match state contract date)

### State Contract

Please add the following language into the special provisions section in the state contract:  
***“Pursuant to section 43 of the Real Estate Purchase Addendum, this document is subject to all terms and conditions set forth in the Real Estate Purchase Addendum.”***

  
INITIAL

  
INITIAL



25050 Ford Rd.  
Dearborn Heights, MI 48127  
Office 313-277-7777  
Fax 313-277-6600

# Offer to Purchase

When completed and signed by all parties, this is a legally binding offer. If this offer is not fully understood, the services of a competent professional should be sought.

1. THE UNDERSIGNED enter into this Offer to Purchase, (the "Offer") and hereby offer and agree to purchase the following land situated in the Village/City/Township WYANDOTTE, County of WAYNE, Michigan, described as follows: LOT 36 WLECH BROS PULASKI COULEVARD SUB. 1-21 P. 77 WCR, TAX ID #57013040036000 being known as 2251 10<sup>TH</sup>, 48192 street, together with all improvements and appurtenances, if any, now in or on the premises (unless specifically excepted herein), including lighting fixtures, shades, Venetian blinds, vertical blinds, horizontal blinds, drapery hardware, curtain rods, tacked down carpeting, ventilating fixtures, screens, storm sash, garage door openers (including any transmitters), purchased water softener, built-in kitchen equipment, attached mirrors, attached humidifiers, incinerator(s), awnings, all TV antenna(s), rotors and controls, landscaping, fuel in tank at time of possession if any, and NONE now on the premises and to pay therefor, the sum of \$10,260.00 Dollars subject to the existing building and use restrictions, easements and zoning ordinances, if any, upon the following conditions:

THE SALE TO BE CONSUMMATED BY: (USE PARAGRAPH A, B, OR C)

- A. CASH SALE. Delivery of the usual Deed Conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
- B. MORTGAGE OR THIRD PARTY FINANCING. Delivery of the usual Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check. This Offer is contingent upon the purchaser being able to secure a mortgage in the amount of \$\_\_\_\_\_ for a term of 30 years and pay \$\_\_\_\_\_ Down plus mortgage cost, prepaid items, and adjustments in cash. Purchaser agrees to apply for such mortgage within \_\_\_\_\_ days from acceptance of this offer at his own expense. Purchaser agrees that in connection with said application to lender he/she will promptly comply with lender's request for necessary information required to process the loan application. If a commitment for such mortgage cannot be obtained within \_\_\_\_\_ days from date of acceptance, at the Seller's option, this Offer can be declared null and void and deposit shall be returned.
- C. SALE ON LAND CONTRACT OR SELLER FINANCED. Refer to attached land contract.

2. The Seller shall deliver and the Purchaser shall accept possession of said property, subject the rights of the tenants. If the Seller occupies the property it shall be vacated on or before 0 days after closing. From the day after closing through the day vacating the property as agreed SELLER SHALL PAY the sum of \$NA per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$NA As security for said occupancy charge, paying to the Purchaser the amount due to him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

3. The Broker is hereby authorized to make this Offer and the deposit of \$ 1000.00 Dollars in form of cash, check, note, shall be held by him under Act No. 113, P.A. of 1960 Sect. 13 (j) and applied on the purchase price if the sale is consummated.

GENERAL CONDITIONS printed on the reverse side are incorporated and made a part thereof. This is a legal document and it is recommended that all parties to this Offer retain an attorney to protect interest in this transaction.

- ADDITIONAL CONDITIONS, if any: (Use reverse side if needed) TIFA MAKE 6-25-3 Purchaser is BUYING property in as-is condition. Buyer is an Investor
1. PURCHASER IS USING NEW FUNDS FOR PURCHASE. Offer is contingent upon final approval of city council within 20 days of acceptance.
  2. Buyer to order city inspection - Buyer to assume any and all city required repairs.
  3. Buyer assumes all back water charges against the property.
  4. See bank addendum PAGES 1-21
  5. See e-transaction disclosure
  6. See LandSafe MI Rider

PURSUANT TO SECTION 43 OF THE REAL ESTATE PURCHASE ADDENDUM, THIS DOCUMENT IS SUBJECT TO ALL TERMS AND CONDITIONS SET FORTH IN THE REAL ESTATE PURCHASE ADDENDUM.

IN PRESENCE OF:

[Signature] Purchaser L.S.  
Print Name: KIMBERLY LABELL Agent I.D.# 280816 Print Name: CITY OF WYANDOTTE A MUNICIPAL CORP. JOSEPH PETERSON, MAYOR

Dated 06/24/2011 Purchaser L.S.  
Print Name: WILLIAM R. GRIGGS, CITY CLERK

### BROKER'S ACKNOWLEDGEMENT OF DEPOSIT

Received from the above named Purchaser the deposit money above mentioned, which will be applied as indicated in paragraphs 3 and 7, or will be returned forthwith after tender if the foregoing Offer and deposit is declined.  
RE/MAX Leading Edge, # 355038, Broker By [Signature]

This is a co-operative sale on a per listing agreement basis with RE/MAX LEADING EDGE Broker I.D. #355038

ACCEPTANCE - TO THE ABOVE NAMED PURCHASER AND BROKER: The foregoing Offer is accepted in accordance with the terms stated, and upon consummation Seller hereby agrees to pay the Broker for services rendered a commission of \$ \_\_\_\_\_ Dollars ( \_\_\_\_\_ per cent of the sale price), or per the Exclusive Right to Sell Contract, which shall be due and payable at the time set in said offer for the consummation of the sale, or if unconsummated, at the time of the Seller's Election to refund the deposit, or of Seller's or Purchaser's of said offer, the Seller agrees that one-half of such deposit (but not in excess of the amount of the full commission) shall be paid to or be retained by the Broker in full payment for services rendered.  
By the execution of this Offer, the Seller acknowledges the receipt of a copy of this Offer.

IN PRESENCE OF:

[Signature] Seller L.S.  
Print Name: KIMBERLY LABELL Agent I.D.# 280816 Seller: \_\_\_\_\_ L.S.  
Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_ Seller: \_\_\_\_\_ L.S.  
Print Name: \_\_\_\_\_

The undersigned Purchaser hereby acknowledges this receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

Dated: \_\_\_\_\_ L.S.

GENERAL CONDITIONS

4. APPLICABLE TO F.H.A. ONLY: It is expressly agreed that, notwithstanding any other provisions of this Offer, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered to the Purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraisal value of the property for mortgage insurance purpose of not less than \$ SALES PRICE, which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner, pursuant to FHA guidelines. It is further understood between Purchaser and Seller that the additional personal property listed herein has a value of \$ ZERO.

5. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance without exceptions in an amount not less than the purchase price bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this Offer.

6. If this offer is accepted by the Seller and if title can be conveyed in condition required hereunder, the Purchaser and Seller agree to complete sale within ten days after delivery of a commitment for title insurance policy; however, if sale is consummated in accordance with paragraph B, then closing will be governed by time specified for obtaining mortgage. It is recognized by all parties that "Time is of the essence" concerning all provisions of this contract.

7. Default by Purchaser: If Purchaser fails to perform any of the provisions of this Offer within the time set forth herein, Seller may retain, as liquidated damages and not as a penalty, the entire deposit specified in paragraph 3. Default by Seller: If seller fails to perform any of the provisions of this Offer, all deposits made by the purchaser shall be returned to Purchaser on demand, or the Purchaser may bring suit against the Seller for damages resulting from the breach, or the Buyer may bring an action for specific performance. Purchaser's remedies are cumulative and not exclusive of one another, and all other remedies shall be available in either law or equity to Purchaser for Seller's breach hereof. Broker shall hold deposit until dispute is resolved by: written mutual consent, arbitration, or court of law.

8. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is noticed in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund deposit in full termination of this agreement if unable to remedy the title or obtain title insurance. If the Seller remedies the titles or shall obtain such title policy within the time specified, the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.

9. All taxes and assessments which have become a lien upon the land, whether recorded or not recorded at date of this Offer, shall be paid by Seller. Current taxes, if any, shall be prorated and adjusted as of date of closing in accordance with the due date basis of municipality or taxing unit in which property is located. Interest and rents shall be prorated and adjusted as of the date of closing. Broker shall retain from amount due Seller at closing, a minimum of Two Hundred (\$200) Dollars for water charges. When final water bill is received, all water adjustments shall be made from date of possession.

10. The covenants herein shall bind and inure to the benefits of the executors, administrators, successors and assigns of the respective parties.

11. NEW VA MORTGAGE SALES ONLY: It is expressly agreed that, notwithstanding any other provisions of this Offer, the Purchaser shall not incur a penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price (or cost) exceeds the reasonable value of the property established by the Veterans Administration. The Purchaser shall however, have the privilege and option of proceeding with the consummation of this contract without regard to the reasonable value established by the Veterans Administration.

12. The closing of this sale shall take place at the office of Listing Broker. However, if a new mortgage is being applied for, Purchaser may be required to execute said mortgage at lending institution or mortgage company from which mortgage is obtained or Title Company, or escrow agent as designated. Closing to occur on or before 07/26/2013. If for some reason closing cannot occur on or before the specified date, the date shall be within time provisions of Paragraph 6, above.

13. Until possession is delivered, Seller agrees to keep property in substantially the same condition as of date of this Offer and agrees to maintain heating, sewer, well, septic, plumbing and electrical systems and any built-in appliances and equipment in normal working order, to keep roof watertight and maintain the grounds. Seller further agrees to keep all utility services (electric, gas and water) operating until date of possession. In event property herein has been winterized, it shall be the obligation and expense of seller to de-winterize property prior to closing. Purchaser shall have the right to a walk-through of the premises within forty-eight (48) hours prior to closing, by appointment.

14. Where applicable, Seller warrants that the well water is potable and that the well and septic systems is in good working order and will meet existing public health regulations at the time of closing. If the property is serviced by a well and/or septic system, Seller shall provide, at their expenses, an inspection report by an agency licensed by the Michigan Board of Public Health.

15. Any controversy or claim arising out of or relating to this Offer, or the breach thereof (including disposition of Purchaser's deposit funds) shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction, thereof.

(Initials here) Purchaser understands that he/she is purchasing a USED structure in an AS IS condition. Purchaser acknowledges that he/she has inspected the premises and is satisfied with the physical conditions thereof. Neither Seller, RE/MAX LEADING EDGE, its Broker and/or its sales persons make any express or implied warranties of habitability or good workmanlike construction. This Offer supersedes any and all other understanding and agreements and constitutes the entire Offer between the parties hereto (it being understood that the Brokers are not parties to this agreement) No oral representations of any person shall be considered a part hereof.

17. Purchaser DOES \_\_\_\_\_ DOES NOT \_\_\_\_\_ (Initial one) choose to have property inspected. If property is to be inspected, the following clause shall govern: Purchaser may have entire property examined for present physical condition by a party of his/her own choosing and at his/her own expense within five (5) days after delivery to him/her or an accepted copy of this Contract to Purchase. Unless Purchaser notifies Seller through Seller's Broker, in writing within three (3) days after such inspection that he/she has substantial cause to be dissatisfied with the current physical condition of the property, and which writing shall be specifically state the causes of such dissatisfaction. Purchaser will be conclusively presumed to accept the condition of the property, and which writing shall specifically state the causes for such dissatisfaction. Purchaser will be conclusively presumed to accept the condition of the premises, AS IS. In the event Purchaser so registers his/her dissatisfaction, Seller shall have the option of providing for the making of the required repair. If Seller does not so elect, this Contract shall be null and void and Purchaser's deposit shall be returned.

18. In the event Seller makes any written change, in any of the terms and conditions of the Offer presented by Buyer, such changed terms and conditions shall constitute a counter offer by Seller to Purchaser which shall remain valid and irrevocable until \_\_\_\_\_, at \_\_\_\_\_ and shall require Acceptance by the Purchaser by initialing of each such change before such date and time.

19. Purchaser and Seller hereby acknowledge notice of the fact that Broker may accept a fee or consideration with regard to the placement of a loan or mortgage, life, fire, theft, flood, title or other casualty or hazard insurance arising from this transaction and expressly consent thereto as required by the provisions of Rules 43 (1) and 43 (2) promulgated under the Michigan Real Estate License Law.

(Initials here) where applicable, the Seller will order and pay for necessary inspections and repairs, if any, in order to obtain a Certificate of Occupancy from the municipality prior to closing at not cost to Purchaser. If Purchaser assumes any of these responsibilities, see Additional Conditions.

(Initials here) Purchaser and Seller acknowledge that they have been notified of the benefits of and the procedure to have the above premises covered by a Home Warranty Program, and are aware that the policy may be purchased by either party if not provided with the listing.

(Initials here) Purchaser and Seller acknowledge that they have been notified of the Agency Relationships of all parties and the Lead Base Paint procedures involved and attached to this transaction.

23. Broker recommends that all parties to this agreement retain an attorney to protect their interests in this transaction. Purchaser(s) agree to pay RE/MAX Leading Edge a Broker Service Fee for serviced provided by Remax Leading Edge of \$295.00 at time of closing.

ADDITIONAL CONDITIONS: (if any)

The Parties hereto have read this side of this agreement and have affixed their initials hereto. 

## Bank of America, N.A. Real Estate Purchase Addendum

This Real Estate Purchase Addendum ("Addendum") is to be made part of, and incorporated into, the Real Estate Purchase Contract dated 06/24/2013 (the "Contract") between Bank of America, N.A., ("Seller" or "Bank" or "Servicer" and the terms "Seller" or "Bank" may also include Bank of America, N.A., not in its individual capacity but as agent in fact on behalf of Seller) and City of Wyandotte A Munical Corp

("Buyer") for the Property improvements located at the following address :  
2251 10TH ST WYANDOTTE MI 48192

("Property"). Buyer and Seller may each be referred to herein as a "Party" and collectively as the "Parties." The Contract and this Addendum together constitute the "Agreement".

The Seller and the Buyer agree as follows:

1. **Limitation of Seller's liability and Buyer's wavier of important rights:**

Buyer understands and acknowledges that Seller has acquired the Property through Foreclosure, Deed-In-Lieu of Foreclosure or similar process, Seller has never occupied the Property, and Seller has little or no direct knowledge about the condition of the Property. Buyer agrees that Buyer is buying the Property "AS IS" (as more fully set forth in section 12 of this Addendum).

Notwithstanding any provision to the contrary in the Agreement, Seller's liability and Buyer's sole and exclusive remedy in all circumstances and for all claims (as the term is defined in section 25 of this Addendum, and all references in this Addendum to "claims," "claim," "CLAIMS" or "CLAIM" shall have such meaning) arising out of or relating in any way to the sale of the Property to Buyer including, but not limited to, Seller's breach or termination of the Agreement (other than a termination by Seller as a result of a default by Buyer), the condition of the Property, Seller's title to the Property, the occupancy status of the Property, the size, square footage, boundaries or location of the Property, any cost or expense incurred by Buyer in selling a current or prior residence or terminating a lease on a current or prior residence, obtaining other living accommodations, moving, storage or relocation expenses, or any other costs or expenses incurred by Buyer in connection with the Agreement shall be limited to no more than:

- (A) A return of Buyer's earnest money deposit if the sale to the Buyer does not close as a result of a default by Seller or if Seller elects to terminate this Agreement upon the terms hereof other than for a default by Buyer; or
- (B) If the sale to Buyer closes, the lesser of Buyer's actual damages or \$5,000.

Buyer shall not be entitled to return of Buyer's earnest money deposit if Buyer materially breaches the Agreement.

Buyer agrees that Seller shall not be liable to Buyer under any circumstances for an special, consequential, or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principlc. theory or cause of action arising out of or related in any way to any claim, including, but not limited to, the aforementioned claims.

Any reference to a return of the Buyer's earnest money deposit contained in the Agreement shall mean a return of the earnest money deposit, less any escrow cancellation fees applicable to the Buyer under the Agreement and less fees and costs payable for services and products provided during escrow at the Buyer's request. To the fullest extent permitted by law the Buyer waives any claims that the Property is unique and the Buyer acknowledges that a return of its earnest money deposit can adequately and fairly compensate the Buyer. Upon the return of the earnest money deposit to Buyer, the Agrcement shall be terminated, and the Buyer and the Seller shall have no further liability,

Buyer (initials) X \_\_\_\_\_

Seller (initials) \_\_\_\_\_

obligation, or responsibility to each other in connection with the Agreement, except as to any provision that survives the termination of this Agreement pursuant to Section 29 below. If the sale to Buyer closes and Seller compensates Buyer as provided above for Buyer's actual damages, if any, then the Buyer and the Seller shall have no further liability, obligation or responsibility to each other in connection with the Agreement.

Seller's limitation of liability and Buyer's waivers provided in the Agreement are a material part of the consideration to be received by the Seller under the Agreement as negotiated and agreed to by the Buyer and the Seller.

The Buyer further waives the following, to the fullest extent permitted by law:

- (A) All rights to file and maintain an action against the Seller for specific performance;
- (B) Right to record a Lis Pendens against the Property or to record the Agreement or a memorandum thereof in the real Property records;
- (C) Right to invoke any equitable remedy that would prevent the Seller from conveying the Property to a third party Buyer;
- (D) Any claims arising from the adjustments or proration or errors in calculating the adjustments or proration that are or may be discovered after closing unless such claims are material and Buyer notifies Seller in writing of such claims within thirty (30) days of the closing date;
- (E) Any remedy of any kind that the Buyer might otherwise be entitled to at law or equity (including, but not limited to, rescission of the Agreement). Except as expressly provided in this Addendum;
- (F) Any right to a trial by jury in any litigation arising from or related in any way to the Agreement;
- (G) Any right to avoid the sale of the Property or reduce the price or hold the Seller liable for any claims arising out of or related in any way to the condition, construction, repair or treatment of the Property, or any defects, apparent or latent, that may now or hereafter exist with respect to the Property;
- (H) Any claims arising out of or relating in any way to encroachments, easements, boundaries, shortages in area or any other matter that would be disclosed or revealed by a survey or inspection of the Property or search of public records; and
- (I) Any claims arising out of or relating in any way to the square footage, size or location of the Property, or any information provided on the multiple listing service, or brochures or websites of Seller or Seller's agent or broker.

References to the "Seller" in this Section 1 of this Addendum shall include the Seller and the Indemnified Parties (as defined in Section 25 of this Addendum), and all references in this Addendum to "Indemnified Parties" or "INDEMNIFIED PARTIES" shall have the meaning set forth in Section 25.

- 2. Effective Date: The date of Seller's execution of this Addendum shall be the "Effective Date" of the Agreement notwithstanding any prior understanding or Agreement with respect to the financial terms set forth herein. The Agreement shall be null and void if the Agreement signed by the Buyer is not actually received by the Seller before the Seller accepts a competing offer or gives verbal or written notice of revocation to the Buyer, the Buyer's agent or attorney, or the listing agent. The Agreement must be approved by the Seller's management, and it must be signed by all parties in order to be binding.

Buyer (initials) \_\_\_\_\_

Seller (initials) \_\_\_\_\_

REO # 01009045

3. Purchase Price:

Purchase Price: \$ 10260

Down Payment: \$ 10260

Loan Amount (nte): \$ 0

4. Earnest Money Deposit:

If applicable, escrow will be opened by both parties immediately following the Effective Date with an escrow/closing agent acceptable to the Seller and Buyer. The Buyer's earnest money deposit is to be delivered to the selected closing agent to be held pursuant to local law and custom, within 24 hours of notification of selected closing agent.

5. Financing: The Agreement (check one):  is  is *not* contingent on the Buyer obtaining financing for the purchase of the Property. If the Agreement is contingent on financing, the type of financing shall be the following (check one):

Conventional

FHA

VA

Other (specify: ~~NO~~ 2 FUNDS)

*TIFA 6-25-13*

(A) If the Agreement is contingent on financing, the Buyer shall apply for a loan in the amount of \$ 0.00 with a term of \_\_\_\_\_ years, at prevailing rates, terms and conditions. The Buyer shall complete and submit to a mortgage lender an application for a mortgage loan containing the terms set forth in this paragraph within three (3) business days of the Effective Date, and shall use diligent efforts to obtain a mortgage loan commitment within fifteen (15) calendar days from the said date. If, despite the Buyer's diligent efforts, the Buyer cannot obtain a mortgage loan commitment by the specified date, then either the Buyer or the Seller may terminate the Agreement by giving written notice to the other Party. The Buyer's notice must include a copy of the loan application, proof of the application date, and a copy of the denial letter from the prospective lender. In the event of a proper termination of the Agreement under this paragraph, the earnest money deposit shall be returned to the Buyer and the parties shall have no further obligation to each other under the Agreement. The Buyer agrees to cooperate and comply with all requests for documents and information from the Buyer's chosen lender during the loan application process. Failure of the Buyer to comply with such requests from the lender that results in the denial of the mortgage loan shall be considered a material breach of the Agreement and Seller shall be entitled to exercise its remedies under Section 24 of this Addendum.

If the Agreement is contingent on financing, as a sales condition, Buyer must obtain a prequalification letter from Bank of America, N.A. or Merrill Lynch for a mortgage loan in an amount and under terms sufficient for Buyer to perform its obligations under the Agreement, and such letter must accompany the Agreement. The prequalification letter shall include, but is not limited to, the Buyer's name and loan approval amount necessary to meet Buyer's obligations under the Agreement. Buyer's submission of proof of prequalification is a condition precedent to Seller's acceptance of Buyer's offer. Seller may require Buyer to obtain, at no cost to Buyer, loan prequalification as Seller may direct. Notwithstanding any Seller required prequalification, Buyer is not required to obtain financing from Bank of America, N.A. or Merrill Lynch and Buyer may obtain financing from any source.

Buyer (initials) X

Seller (initials) \_\_\_\_\_



shall terminate automatically and without notice if it is not concluded by the Closing Date (as defined below) or any extension thereof.

(B) The closing shall take place on or before 07/26/2013, or within five (5) calendar days of final loan approval by the lender, whichever is earlier ("Closing Date"), unless the Closing Date is extended in writing signed by the Seller and the Buyer or extended by the Seller under the terms of the Agreement [what terms allow Seller to unilaterally extend the Closing Date?]. The closing shall be held in the offices of the Seller's attorney or agent or at a place so designated and approved by the Seller, unless otherwise required by applicable law. If the closing does not occur (through no fault of the Seller) by the date specified in this Section 7 of the Addendum or in any extension including any extension under subclause (c) of this Section 7, the Agreement is automatically terminated and the Seller shall retain any earnest money deposit as liquidated damages and the parties shall have no further obligation under the Agreement, except as to any provision that survives termination pursuant to Section 29 of this Addendum.

8. The Buyer (check one):  does  does not intend to use and occupy the Property as Buyer's primary residence.

9. Additional Terms of Conditions:

offer is contingent upon final approval of city council within 20 days of acceptance.

10. Attachments:

11. Inspections:

(A) On or before ten (10) calendar days (seven days for noncontingent cash offers as indicated in Section 5 (B) above) from the Effective Date, the Buyer shall inspect the Property or obtain for its own use, benefit and reliance, inspections and/or reports on the condition of the Property, or Buyer shall be deemed to have (1) waived such inspections and any objections to the condition of the Property, and (2) accepted the condition of the Property. The Buyer shall keep the Property free and clear of liens and indemnify and hold the Seller and the Indemnified Parties harmless from all Claims arising out of or relating in any way to the Buyer's inspections, and the Buyer shall repair the Property, at Buyer's sole expense, for all such Claims. The Buyer shall not directly or indirectly cause any inspections to be made by any government building or zoning inspectors or government employees without the prior written consent of the Seller unless required by law, in which case the Buyer shall provide reasonable notice to the Seller prior to any such inspection. If the Seller has winterized the Property and the Buyer desires to have the Property inspected, the listing agent will have the Property dewinterized prior to

Buyer (initials) X

Seller (initials) \_\_\_\_\_

inspection and rewinterized after inspection. The Buyer agrees to pay this expense in advance to the listing agent. The amount paid under this provision shall be nonrefundable.

Within five (5) calendar days of receipt of any inspection report prepared by or for the Buyer, but not later than ten (10) calendar days (seven days for noncontingent cash offers as indicated in Section 5 (B) above) from the Effective Date, whichever first occurs, the Buyer shall provide written notice to the Seller of any items disapproved or problems with the condition of the Property. The Buyer's failure to provide such written notice to the Seller shall be deemed as Buyer's acceptance of condition of the Property. The Buyer shall immediately provide to the Seller at no cost, upon request by the Seller, complete copies of all inspection reports upon which the Buyer's disapproval of the condition of the Property is based. In no event shall the Seller be obligated to make any repairs or replacements or correct any problems or defects that may be indicated in the Buyer's inspection reports. The Seller may, at its sole discretion, make such repairs, replacements or corrections to the Property. If the Seller elects not to repair or correct the Property, the Buyer may cancel the Agreement within five (5) calendar days of receiving notice from the Seller that Seller elects not to repair or correct the Property. If Buyer timely notifies Seller of such cancellation, the Buyer shall receive all earnest money deposited. If the Seller elects to make any such repairs or corrections to the Property, the Seller shall notify the Buyer after completion of the repairs or corrections and the Buyer shall have five (5) calendar days from the date of such notice to inspect the repairs or corrections and notify the Seller of any items disapproved. The Buyer's failure to notify Seller of any items disapproved shall be deemed acceptance by Buyer of the condition of the Property.

In situations that are applicable, a structural, electrical, mechanical or termite inspection report may have been prepared for the benefit of the Seller. Upon Buyer's request, the Buyer may review such reports, but the Buyer acknowledges that such inspection reports were prepared for the sole use and benefit of the Seller. Buyer shall not rely upon any such inspection reports obtained by the Seller in making a decision to purchase the Property and such reports shall not serve as a basis for Buyer to terminate the Agreement.

(B) If the Property is a condominium or planned unit development or co-operative, unless otherwise noted required by law, the Buyer, at the Buyer's own expense, is responsible for obtaining and reviewing the covenants, conditions and restriction, and bylaws of the condominium or planned unit development or cooperative within ten (10) calendar days of the Effective Date. The Seller agrees to use reasonable efforts, as determined at the Seller's sole discretion, to assist the Buyer in obtaining a copy of the covenants, conditions and restrictions, and bylaws. The Buyer will be deemed to have accepted covenants, conditions and restrictions, and bylaws if the Buyer does not notify the Seller in writing within ten (10) calendar days of the Effective Date of the Buyer's objection to the covenants, conditions and restrictions, and/or bylaws.

12. Condition of Property:

The Buyer understands that the Seller acquired the Property by Foreclosure, Deed-In-Lieu of Foreclosure, forfeiture, tax sale or similar process and consequently the Seller has little or no direct knowledge concerning the condition of the Property. As a material part of the consideration to be received by the Seller under the Agreement as negotiated and agreed to by the Buyer and the Seller, the Buyer acknowledges and agrees to accept the Property in "AS IS" condition at the time of closing including without limitation, any hidden defects or environmental conditions affecting the Property, whether known or unknown, whether such defects or conditions were discoverable through inspection or not. The Buyer acknowledges that the Seller and its agents, brokers and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, Agreements or guarantees, implied or express, oral or written, with respect to:

Buyer (initials) X\_\_\_\_\_

Seller (initials) \_\_\_\_\_







Property, or the closing agent, in the event of a holdback for payment of such items, shall immediately remit the refund to the Seller.

- (b) Seller shall only pay those closing costs and fees associated with the transfer of the Property that local custom or practice clearly allocates to Seller and any closing costs and fees specifically agreed to in Section 6, and Buyer shall pay all remaining fees and costs. Notwithstanding the foregoing, FHA/VA allocation of closing costs shall apply when applicable.
- (c) Upon to the closing of this transaction, the Seller shall pay the real estate commission per the listing Agreement between the Seller and the Seller's listing broker. Unless disclosed to Seller, Buyer represents that Buyer is not a real estate licensee, and that the real estate licensee representing Buyer is not related to, or affiliated with Buyer.

17. Delivery of funds:

Regardless of local custom or practice, Buyer shall deliver all funds due the Seller from the sale by wire transfer or in the form of cash, bank check or certified check to the closing agent prior to delivery of the deed by the Seller to the Buyer.

18. Certificate of Occupancy:

If the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification, or any similar certification or permit ("Certificate of Occupancy") or any form of improvement or repair to the Property to obtain such Certificate of Occupancy necessary for the Property to be occupied, the Buyer understands that the Seller requires the Certificate of Occupancy to be obtained by the Buyer at the Buyer's sole cost and expense. The Buyer shall make application for all required Certificates of Occupancy within ten (10) calendar days of the Effective Date. The Buyer shall not have the right to delay the closing due to the Buyer's failure or inability to obtain any required Certificate of Occupancy. Failure of the Buyer to obtain and furnish the Certificate of Occupancy shall be a material breach of the Agreement and shall entitle Seller to retain any earnest money deposited by Buyer exercise its remedies under Section 24 of this Addendum.

19. Delivery of Possession of Property:

The Seller shall deliver possession of the Property to the Buyer at closing and funding of the sale; provided, however, that the delivery of possession shall be subject to the rights of any tenants or parties in possession and Seller shall not be required to bring any action to evict, relocate or dispossess any tenant or party in possession subsequent to or after the closing. If the Buyer alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to closing and funding without the prior written consent of the Seller, then: (A) such event shall constitute a material breach by the Buyer under the Agreement; (B) the Seller may terminate the Agreement; (C) the Buyer shall be liable to the Seller for all Claims caused by any such alteration or occupation of the Property prior to closing and funding; and (D) Buyer waives all Claims for improvements made by the Buyer to the Property including, but not limited to, any Claims for unjust enrichment.

20. Deed:

The deed to be delivered at closing shall be a deed that covenants that grantor grants only that title that grantor may have and that grantor will only defend title against persons claiming by, through or under the grantor, but not otherwise (which deed may be known as a Special Warranty, Limited Warranty, Quitclaim or Bargain and Sale Deed). Any reference to the term "deed" or "Special Warranty Deed" herein shall be construed to refer to such form of deed.

Buyer (initials) X

Seller (initials) \_\_\_\_\_

21. Defects in Title:

If the Buyer raises an objection to the Seller's title to the Property, which, if valid, would make title to the Property uninsurable, the Seller shall have the right unilaterally to terminate the Agreement by giving written notice of the termination to the Buyer. However, if the Seller is able to correct the problem through reasonable efforts, as the Seller determines, at its sole and absolute discretion, prior to the closing date set forth in the Agreement, including any written extensions, or if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, then the Agreement shall remain in full force and the Buyer shall perform pursuant to the terms set forth in the Agreement. The Seller is not obligated to (A) remove any exception, (B) bring any action or proceeding or bear any expense in order to convey title to the Property or (C) make the title marketable or insurable. Any attempt by the Seller to remove such title exceptions shall not impose an obligation upon the Seller to remove those exceptions. The Buyer acknowledges that the Seller's title to the Property may be subject to court approval of foreclosure or to a mortgagor's right of redemption. In the event the Seller is not able to (A) make the title insurable or correct all title problems or (B) obtain title insurance for the Property from a reputable title insurance company, either Party may terminate the Agreement and any earnest money deposit will be returned to the Buyer as the Buyer's sole remedy at law or equity and the parties shall have no further obligation under the Agreement, except as to any provision that survives termination pursuant to Section 29 of this Addendum.

22. Representations and Warranties:

In addition to Buyer's representations and warranties made elsewhere herein, such as those found in Section 14 of this Addendum, the Buyer represents and warrants to the Seller the following:

- (a) The Buyer is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by the Seller, its servicers, representatives, brokers, employees, agents or assigns, including, but not limited to, any information provided on any brochures or websites of Seller or Seller's agents or brokers, or any information on the Multiple Listing Service;
- (b) Neither the Seller, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or express, relating to the condition of the Property or the contents thereof;
- (c) The Buyer has not relied on any representation or warranty from the Seller, or Seller's agents or brokers regarding the nature, quality or workmanship of any repairs made by the Seller;
- (d) The Buyer will not occupy, or cause or permit others to occupy, the Property prior to closing and receipt of the closing funds due to Seller, and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, Buyer will not occupy or cause or permit others to occupy the Property after closing.

23. Conditions to the Seller's Performance:

The Seller shall have the right, at the Seller's sole discretion, to extend the Closing Date or to terminate the Agreement if:

- (a) full payment of any mortgage insurance claim related to the loan previously secured by the Property is not confirmed prior to the Closing Date or the mortgage insurance company exercises its right to acquire title to the Property;
- (b) the Seller determines that it is unable or it is economically not feasible to convey good and marketable title to the Property insurable by a reputable title insurance company at regular rates;
- (c) a third party having an interest in the Property (or the loan that was secured by the Property) has requested that the servicing lender or any other party release the servicing of or repurchase such loan or the Property;

Buyer (initials) X \_\_\_\_\_

Seller (initials) \_\_\_\_\_

- (d) full payment of any Property, fire or hazard insurance claim is not confirmed prior to the Closing Date;
- (e) any third party, whether tenant, homeowner's association or otherwise, exercises rights under a right of first refusal to purchase the Property;
- (f) the Buyer is the former mortgagor of the Property whose interest was foreclosed or is related to or affiliated in any way with the former mortgagor, and the Buyer has not disclosed this fact to the Seller prior to the Seller's acceptance of the Agreement. Such failure to disclose shall constitute a material breach under the Agreement, entitling the Seller to exercise any of its rights and remedies, including, without limitation, retaining the earnest money deposit; or
- (g) the Seller, at the Seller's sole discretion, determines that the sale of the Property to the Buyer, or any related transactions, are in any way associated with illegal activity of any kind.

In the event the Seller elects to terminate the Agreement as a result of (a), (b), (c), (d), (e) or (g) above, the Seller shall return the Buyer's earnest money deposit and the parties shall have no further obligation under the Agreement, except as to any provision that survives termination pursuant to Section 29 of this Addendum.

24. Seller's Remedies for Buyer's Default:

In the event of Buyer's material breach or material misrepresentation of any fact under the terms of the Agreement, (1) the Seller, at its option, may terminate the Agreement and retain the earnest money deposit and any other funds then paid by the Buyer as liquidated damages and/or invoke any other remedy expressly set out in the Agreement or available under applicable law, (2) the Seller is automatically released from the obligation to sell the Property to the Buyer and (3) Seller and the Indemnified Parties shall not be liable to the Buyer for any Claims arising out of or relating in any way to the Seller's failure to sell and convey the Property to Buyer. Upon termination of the Agreement under this Section 24, the parties shall have no further obligation under the Agreement, except as to any provision that survives termination pursuant to Section 29 of this Addendum.

25. Indemnification:

The Buyer agrees to indemnify, defend and hold harmless Seller and its affiliates, subsidiaries, parent company, representatives, agents, officers, directors, employees, attorneys, shareholders, servicers, tenants, brokers, predecessors, successors and assigns ("Indemnified Parties") from and against any and all claims, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court costs and reasonable costs of investigation, litigation and settlement), expenses, sanctions, curtailments, interest, liabilities, penalties, fines, demands, liens, judgments, compensation, fees, loss of profits, injuries, death and/or damages of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity ("Claims") arising from, in connection with, or in any way relating to:

- (a) inspections or repairs made by the Buyer or its agents, representatives, brokers, employees, contractors, successors or assigns;
- (b) the imposition of any fine or penalty imposed by any governmental entity resulting from the Buyer's failure to timely obtain any Certificate of Occupancy or to comply with equivalent laws and regulations;
- (c) claims for amounts due and owed by the Seller for real Property taxes, homeowner's association dues or assessment, or any other items prorated at closing under Section 16 of this Addendum, including any penalty or interest and other charges, arising from the proration of such amounts for which the Buyer received a credit at closing under Section 16 of this Addendum;
- (d) the Buyer or the Buyer's tenants, agents or representatives use and/or occupancy of the Property prior to closing and/or issuance of required Certificates of Occupancy; or
- (e) The Buyer's breach of or failure to comply fully with any provision in the Agreement.

Buyer (initials) X \_\_\_\_\_

Seller (initials) \_\_\_\_\_

26. Risk of Loss:

In the event of fire, destruction, or other casualty loss to the Property after the Seller's acceptance of the Agreement and prior to closing and funding, the Seller may, at its sole discretion, repair or restore the Property. or either Party may terminate the Agreement and, upon termination, the earnest money deposit shall be returned to Buyer unless such fire, destruction or other casualty loss is the result of actions by Buyer or its agents at the Property. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. If the Seller elects to repair or restore the Property, the Buyer shall either (a) acquire the Property in its AS-IS condition at the time of such acquisition at the purchase price provided in Section 3 herein with no reduction for such loss or (b) terminate the Agreement and receive a refund of any earnest money deposit. Upon termination of the Agreement under this Section 26, the parties shall have no further obligation under the Agreement, except as to any provision that survives termination pursuant to Section 29 of this Addendum.

27. Eminent Domain:

In the event that the Seller's interest in the Property or any part thereof shall have been taken by eminent domain or shall be in the process of being taken on or before the Closing Date, either Party may terminate the Agreement and the earnest money deposit shall be returned to the Buyer and neither Party shall have any further rights or liabilities hereunder, except as provided in Section 29 of this Addendum.

28. Keys:

Buyer is aware that the Property may be on a master key system. Buyer is encouraged to rekey the Property after closing. Buyer agrees to hold Seller and the Indemnified Parties harmless for any Claims relating in any way to any theft or damage of personal Property that occurs after the Closing Date.

29. Survival:

Delivery of the deed to the Property to the Buyer or the Closing Agent, as applicable, by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under the Agreement. Notwithstanding anything to the contrary in the Agreement, the provisions of Sections 1, 12, 13, 14, 16, 18, 19, 22, 24, 25, 26, 27, 29, 32, 40, 42, 43 and 46 of this Addendum, as well as any other provisions that contemplate performance or observance subsequent to any termination or expiration of the Agreement, shall survive the closing, funding and the delivery of the deed and/or termination of the Agreement by any Party and such provisions shall continue in full force and effect.

30. Title and Closing:

The providers of title and escrow/closing services shall be designated by Seller, unless notified at or before Seller's Contract execution. Seller shall pay the policy premium for a state-specific standard owners policy of title insurance (without endorsements) issued by or on behalf of Seller's designated Title Company. Buyer is hereby notified that Landsafe Title Company is an affiliate of Seller. The Buyer may select his or her own closing agent and/or title company, thereby waiving Seller's Agreement to pay the premium for a state-specific standard owners policy of title insurance, which the Buyer would then be responsible for paying. If Buyer elects to select a different closing agent/title company, Buyer must provide the closing agent information via the Bank Real Estate Purchase Addendum or state-specific addendum as required. An amendment to the Agreement is required when the Bank Real Estate Purchase Addendum has already been executed.

31. Severability:

If any provision of the Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired thereby, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

Buyer (initials) \_\_\_\_\_

Seller (initials) \_\_\_\_\_

32. Termination of Agreement:

If either Party terminates the Agreement when permitted to do so, the Parties shall have no further obligation to each other, except as to any provision that survives the termination of the Agreement pursuant to Section 29 of this Addendum.

33. Assignment of Agreement:

The Buyer shall not assign the Agreement. The Seller may assign the Agreement at its sole discretion without prior notice to, or consent of, the Buyer.

34. Modification and Waiver:

No provision, term or clause of the Agreement shall be revised, modified, amended or waived, except by an instrument in writing signed by the Buyer and the Seller. The waiver by any Party of a breach of the Agreement shall not operate or be construed as a waiver of any other or subsequent breach. No course of dealing between the Parties shall operate as a waiver of any provision of the Agreement.

35. Rights of Others:

The Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Seller's successors and/or assigns, that is not a Party to the Agreement, nor does it create or establish any third party beneficiary to the Agreement.

36. Counterparts and Facsimile:

The Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. A signed facsimile or photocopy of the Agreement shall be treated as an original, and shall be deemed to be as binding, valid, genuine and authentic as an originally signed Agreement for all purposes, including all matters of evidence and the "best evidence" rule.

37. Headings:

The titles to the sections and headings of various paragraphs of the Agreement are placed for convenience of reference only, and in case of conflict the text of the Agreement, rather than such titles or headings, shall control.

38. Gender:

Unless the context otherwise requires, singular nouns and pronouns when used herein shall be deemed to include the plural of such nouns or pronouns, and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

39. Force Majeure:

Except as provided in Section 26 to this Addendum, no Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such Party through use of alternate sources, workaround plans or other means.

40. Attorney Review:

The Buyer acknowledges that Buyer has had the opportunity to consult with its legal counsel regarding the Agreement and that accordingly the terms of the Agreement are not to be construed against any Party because that Party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal

Buyer (initials) X \_\_\_\_\_

Seller (initials) \_\_\_\_\_





REO # 01009045

BUYER'S ATTORNEY:

Name: WILLIAM R. LOOK-CITY ATTORNEY

Address: 2241 OAK ST

WYANDOTTE MI 48192

Telephone: 734-285-4160

Fax: \_\_\_\_\_

SELLER'S ATTORNEY:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

CLOSER:

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

TITLE COMPANY:

Company Name: ServiceLink

Contact Person: BANK OF AMERICA PA

Telephone: 8004395451

Fax: \_\_\_\_\_

BANK OF AMERICA CLOSING CONTACT:

Escrow/Closing Officer Name: \_\_\_\_\_

Escrow/Closing Officer Phone No.: \_\_\_\_\_

Escrow/Closing Asst Name: \_\_\_\_\_

Escrow/Closing Asst. Phone No.: \_\_\_\_\_

Buyer (initials) X \_\_\_\_\_

Seller (initials) \_\_\_\_\_

## Bank of America, N.A. Buyer's Acknowledgment and Disclosure

BUYER(S) is/are buying the property known as: Property Address:

2251 10TH ST WYANDOTTE MI 48192

Buyer(s) understand(s) and acknowledge(s) that the following persons are prohibited from purchasing the Property, directly, indirectly or through a family member, household member or an interest in a partnership, corporation, joint venture, trust or other entity:

1. Officers, employees, or directors of Bank of America, N.A. (Bank), its parents, subsidiaries, or affiliated companies;
2. A spouse or domestic partner of a Bank employee, a dependent child who lives with a Bank employee, or any other person who derives his or her primary means of financial support from a Bank employee; and
3. Home Transition Services (HTS) agents, brokers, appraisers, attorneys, trustees, employees of representatives and vendors (including but not limited to property inspection companies, property preservation companies, title companies) of Bank of America, N.A., its parents, subsidiaries, or affiliated companies.

Buyer(s) hereby certifies/certify that:

I/we am/are not an officer, employee, or director of Bank of America, N.A. (Bank), its parents, subsidiaries, or affiliated companies.

I/we am/are not a spouse or domestic partner of a Bank employee, a dependent child who lives with a Bank employee, or any other person who derives his or her primary means of financial support from a Bank employee.

I/we am/are not an HTS agent, broker, appraiser, attorney, trustee, employee of any representative or vendor (including but not limited to a property inspection company, property preservation company, or title company) of Bank, its parents, subsidiaries, or affiliated companies.

This certification is made to the Seller in connection with the closing of the sale of the Property to the Buyer(s) under the purchase and sale agreement dated JUNE 24, 2013 between Seller and Buyer/Buyers, as a material inducement to the Seller and Bank to proceed with the short sale, and it may be relied upon by the Seller or Bank and their respective affiliates, agents, representatives, and successors and assigns.

City of Wyandotte A Muncial Corp

Buyer's Name

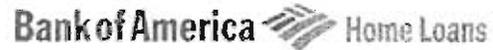
X \_\_\_\_\_ JOSEPH PETERSON, MAYOR  
Buyer's Signature

06/24/2013  
Date

Buyer's Name

X \_\_\_\_\_ WILLIAM R GRIGGS, CITY CLERK  
Buyer's Signature

06/24/2013  
Date



**WATER DAMAGE, TOXIC MOLD & ENVIRONMENTAL DISCLOSURE, RELEASE  
AND INDEMNIFICATION AGREEMENT**

The undersigned parties to a purchase contract dated JUNE 24, 2013, for the purchase of the property and the improvements commonly known as 2251 10TH ST WYANDOTTE MI 48192 (the "Property") between City of Wyandotte A Muncial Corp ("Buyer") and Bank of Amrcica, N.A. ("Seller"), acknowledge and agree as follows:

Seller hereby advises Buyer that the Property (including, but not limited to, the basement) is or may be affected by water or moisture damage, toxic mold, and/or other environmental hazards or conditions. Seller further advises Buyer that as a consequence of possible water damage and/or excessive moisture, the Property may be or has been irrevocably contaminated with mildew, mold, and/or other microscopic organisms. Buyer is being advised that exposure to certain species of mold may pose serious health risks, and that individuals with immune system deficiencies, infants, children, the elderly, individuals with allergies or respiratory problems, and pets are particularly susceptible to experiencing adverse health effects from mold exposure.

Buyer acknowledges that Seller has advised Buyer to make his/her own evaluation of the Property and to have the Property thoroughly inspected. Buyer has been further advised by Seller that all areas contaminated with mold, and/or other environmental hazards or conditions, should be properly and thoroughly remediated. Additionally, Buyer has been advised by Sellers that habitation of the Property without complete remediation may subject the inhabitants to potentially serious health risks and/or bodily injury. Buyer acknowledges that it is the sole responsibility of Buyer to conduct any remediation on the Property.

Buyer also acknowledges that Buyer is buying the Property AS-IS. Buyer represents and warrants to Seller that Buyer has made (or will make before closing on the purchase of the Property) his/her own inspection and evaluation of the Property to Buyer's complete satisfaction, and Buyer accepts the Property AS-IS at the time of closing. Buyer is electing to purchase the Property from Seller in an AS-IS condition with full knowledge of the potential condition of the Property, the potentially serious health risks, and the potential liability that Buyer could incur as the owner of the Property for claims, losses, and damages arising out of any toxic mold contamination, and/or other environmental hazards or conditions on the Property. Buyer agrees that the purchase price of the Property reflects the agreed upon value of the Property AS-IS taking into account the aforementioned disclosures.

Buyer understands and acknowledges that the Property was acquired by Seller through foreclosure, deed-in-lieu of foreclosure, or similar process, that Seller has never occupied the Property, and that Seller has little or no direct knowledge regarding the condition of the Property. Buyer further acknowledges that Seller has not made and does not make any express or implied representations or warranties of any kind with respect to the environmental condition of the Property or whether the Property is in compliance with applicable local, state, or federal environmental or other laws, statutes, regulations, rules, ordinance

codes, or standards ("Laws"). Buyer hereby agrees not to pursue any claims, losses, or damages, against Seller, or Seller's parent company, subsidiaries, affiliates, directors, officers, employees, partners, shareholders, representatives, agents, brokers, predecessors, successors, or assigns, arising out of or relating in any way to any violations of Laws, or for costs, fees, or expenses incurred in conducting investigations relating to Laws or the Property. In addition, to the fullest extent permitted by law, Buyer, for himself/herself, and for all Buyer's invitees, agents, heirs, executors, devisees, and assigns hereby forever waives and fully releases Seller, and Seller's parent company, subsidiaries, affiliates, directors, officers, employees, partners, shareholders, representatives, agents, brokers, predecessors, successors, and assigns (the "Released Parties") from and against any and all claims, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court costs, and reasonable costs of investigation, litigation, and settlement), expenses, sanctions, curtailments, interest, liabilities, penalties, fines, demands, liens, judgments, compensation, fees, loss of profits, injuries, death, and/or damages, of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity arising from, in connection with, or in any way relating to any known or unknown conditions of the Property, including but not limited to, the existence of toxic mold, and/or any other environmental hazards or conditions on the Property ("Claims").

Buyer also agrees to fully indemnify, protect, defend, and hold the Released Parties harmless from and against any and all Claims.

BUYER:

SELLER:

X JOSEPH PETERSON, MAYOR

**Bank of America, N.A.**

X WILLIAM R GIRGGS, CITY CLERK

By: \_\_\_\_\_

Dated: 06/24/2013

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

REO # 01009045

### Bank of America, N.A.

## Lead-Based Paint and Lead-Based Paint Hazards Disclosure, Acknowledgement and Addendum

The following terms and conditions are in addition to the Bank of America, N.A. Real Estate Purchase Addendum and State Residential Purchase Agreement/Contract, for the Property known as

2251 10TH ST WYANDOTTE MI 48192  
("Property") in which City of Wyandotte A Munical Corp is referred to as "Buyer(s)" and Bank of America, N.A. is referred to as "Seller".

#### Lead Warning Statement:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### Seller Disclosure:

The Property was acquired through foreclosure, deed-in-lieu of foreclosure, forfeiture, tax sale, eminent domain or similar process therefore the Seller has no knowledge, records or reports pertaining to lead-based paint and/or lead based-paint hazards located in the Property.

#### Inspection Timeframes:

Buyer (s) have 10 days from contract execution to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.

#### Repairs, Renovation and Painting Rule:

All contractors and maintenance professionals repairing or painting dwellings built prior to 1978 must be certified and follow the EPA protective work practice standards.

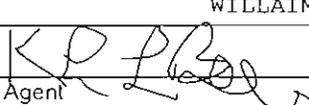
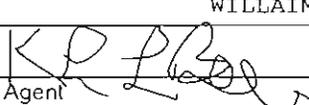
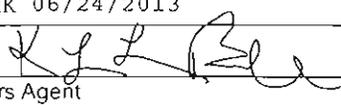
#### References:

Buyer (s) can visit the United States Environmental Protection Agency (EPA) at [www.epa.gov/lead](http://www.epa.gov/lead) for facts related to lead-based paint and/or lead based paint hazards.

#### Certification of Accuracy:

The Property XX was built PRIOR to 1978 or \_\_\_\_\_ was built AFTER 1978

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	JOSEPH PETERSON, MAYOR	Date	06/24/2013
Buyer	WILLAIM R GRIGGS, CITY	Date	06/24/2013
Buyer		Date	06/24/2013
Buyers Agent		Date	06/24/2013
Sellers Agent		Date	06/24/2013

# E-transaction Consent Disclosure

*This electronic transaction disclosure, consent and agreement (collectively, the "E-transaction Consent") contains important information that you are entitled to receive before you consent to receive electronic records. Please read this E-transaction consent carefully and download, save and/or print a copy for your files.*

## Part 1: Overview

Bank of America ("Bank," "we," "us," "our") may occasionally be required by law to provide you, the signer(s) of this E-transaction Consent ("you" or "your") with certain written notices or disclosures (including those embedded within an agreement or other document). This E-transaction Consent:

- (i) Discloses certain information to you that we are required to provide before obtaining your consent to receive such legally required notices and disclosures by electronic means.
- (ii) Obtains your consent to electronically receive such legally required notices and disclosures (i.e., "Required Information") in a manner that reasonably demonstrates your ability to access and retain the Required Information, and
- (iii) Elicits your agreement to use electronic signatures ("e-signatures") on documents we need to process a short sale, deed in lieu or real estate owned (REO) transaction with you.

## Part 2: Types of Required Information Provided by Electronic Means; Accessing and Retaining Information

Solely in conjunction with the processing (but not the settlement) of any short sale, deed in lieu or REO transaction in which you participate with us, we will provide or make Required Information available to you in either HTML or PDF formats, or both. To access Required Information, you will need the following hardware and software:

- **Operating systems:** Windows 2000, Windows XP, Windows Vista, Mac OS X.
- **Browsers:** Final release versions of Internet Explorer 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari 3.0 or above (Mac only)
- **PDF reader:** Adobe Reader or similar software may be required to view and print PDF files.
- **Screen resolution:** 800 x 600 minimum.
- **Enabled security settings:** Allow per-session cookies.

Prerelease (beta) versions of operating systems and browsers are not supported. You may download the most current versions of any software identified above by going to [microsoft.com](http://microsoft.com), [apple.com](http://apple.com), [mozilla.org](http://mozilla.org) or [adobe.com](http://adobe.com).

To retain Required Information, you will need a printer (for printed copies) or a working hard drive or other storage device (to store electronic copies). As indicated above, we encourage you to download, print and/or save this E-transaction Consent and any Required Information.

These technical requirements are subject to change. If they change, you will be provided with an updated version of this E-transaction Consent and asked to provide us with your consent in a manner that reasonably demonstrates your ability to receive notices and disclosures under the new technical requirements.

## Part 3: How to Obtain Paper Copies of Required Information

You may request a free paper copy of Required Information we have electronically provided or made available to you at any time by contacting us as set out below.

Additionally, you may download and print any Required Information we send you through any Bank system.

### Our Option to Send Paper

Your consent does not mean that we must provide the Required Information electronically. We may, at our option, deliver Required Information and other communications to you on paper should we choose to do so. We may also require that certain communications from you be delivered to us on paper at a specified address.

# E-transaction Consent Disclosure

## Part 4: Withdrawing Your Consent

If, after you have consented to receive the Required Information electronically, you decide that you wish to receive the Required Information in paper format only, you may withdraw your previously provided consent by either of the following means:

- Decline to sign any document containing Required Information during any e-signature signing session.
- Contact us as set out below.

If you withdraw your consent to receive Required Information by electronic means, your short sale, deed in lieu or REO transaction may take longer to process.

## Part 5: Informing Us of Your Current Email Address

You are responsible for providing us with a working individual email address to which we can send Required Information and for ensuring that it is kept current in our files. Please inform us each time you change your email address by contacting us as set out below.

## Part 6: How to Contact Bank of America

You may contact us to:

- Request paper copies of Required Information.
- Withdraw your prior consent to receive Required Information electronically, and
- Inform us of your current email address.

In each instance, you may contact us by sending an email to your assigned short sale or deed in lieu specialist. If you are an REO buyer, you may send an email to the listing agent, who will then contact the REO asset manager on your behalf. In the body of the request, state your email address, full name, U.S. Postal address and telephone number.

## Part 7: Declaration, Consent and Agreement

Under penalties of perjury, I declare that I have examined all required/requested documentation by Bank of America to process a short sale, a deed in lieu or an REO transaction and have agreed to use the electronic signature method on all required documents where indicated. Furthermore, to the best of my knowledge and belief, all documentation is true, correct and complete.

## Part 8: Use of Electronic Records & Signatures

If you are a real estate agent or other authorized third party who has downloaded and/or uploaded certain electronic documents (each an "Electronic Record" or, when associated in a file or folder with other Electronic Records, a "File") from and/or to Equator in connection with a short sale, deed-in lieu or REO transaction, you represent, warrant, and covenant to us by your electronic signature below that:

1. You have implemented and maintain storage, retrieval and back-up systems for Electronic Records and Files (each, a "System");
2. At all times relevant to these Terms, any Electronic Records and Files you supply, generate and/or have electronically signed meet all applicable legal standards;
3. Each System has been designed and, at all times relevant to these Terms, implemented and maintained so as to:
  - 3.1 Ensure the accuracy, security, integrity, and confidentiality of Electronic Records and Files, including through the use of various audit logging methods and stamps or markings issued by any electronic signing platform or other vendor ("Platform Vendor"), all as may be prescribed by the Bank from time to time;

# E-transaction Consent Disclosure

- 3.2 Protect against any anticipated threats or hazards to the security or integrity of Electronic Records and Files;
- 3.3 Protect against unauthorized access to or use of Electronic Records and Files (including through these use of any authentication methods we may prescribe from time to time, such as unique email addresses, user-specific credentials, knowledge-based authentication and other means of identity verification); and
- 4. By your electronic signature below, you represent, warrant and covenant to us that (a) you have obtained and shall maintain all licenses necessary to perform your responsibilities as a real estate agent or other authorized third party relative to the Electronic Records and Files, (b) you have entered or shall enter into a contract with a Platform Vendor into the platform of which you upload to and/or download from Electronic Records or Files, whether or not other electronic signatures are generated on such platform, and (c) such contract shall obligate the Platform Vendor to the provisions of this Part 8, except for this paragraph 4.

## BY CLICKING OR CHECKING "I CONSENT AND AGREE" BELOW, I:

- 1. Acknowledge that I have read and understand this E-transaction Consent,
- 2. Acknowledge that I can (a) print on paper or electronically save this E-transaction Consent for my future reference, or (b) e-mail it to an address where I am able to so print or save it,
- 3. Consent to receive the Required Information by the electronic means described above,
- 4. Acknowledge that I am reasonably demonstrating that I can access the Required Information in the form described above,
- 5. Agree to the use of electronic signatures, such as my act of clicking, checking or otherwise manifesting my assent in the processing of electronic records (including those in which the Required Information is embedded) in conjunction with short sale, deed in lieu and REO transactions, and
- 6. Affirm that I have (a) established an exclusive email address used to authenticate access to, (b) created a password or passcode with, and (c) had my identity validated by knowledge-based authentication through, the e-signature system on which I am electronically signing this E-transaction Consent.

I consent and agree       I decline

JOSEPH PETERSON, MAYOR

Signature

I consent and agree       I decline

WILLIAM R GRIGGS-CITY CLERK

Signature

I consent and agree       I decline

KIMBERLY LABELL-AGENT

Signature

I consent and agree       I decline

Signature

I consent and agree       I decline

Signature

**Bank of America**  **Home Loans**

MICHIGAN RIDER TO CONTRACT OF SALE

STATE OF MICHIGAN

(Single-Family Real Estate Disposition)

THIS ADDENDUM is to be made a part of the agreement (Contract of Sale) dated JUNE 24, 2013, between BANK OF AMERICA, N.A. (Seller) and CITY OF WYANDOTTE A MUNICIPAL CORP. [Purchaser(s)], for the property located at: 2251 10TH ST, WYANDOTTE MI 48192 (the "Property").

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

ALL THE PROVISIONS OF THE PURCHASE ADDENDUM TO CONTRACT OF SALE ARE INCORPORATED HEREIN AND MADE A PART HEREOF AS IF FULLY SET FORTH.

It is agreed that time is of the essence with respect to all dates which have been specified in the Contract of Sale, this Addendum #2, the prior Addendum #1, and any and all addenda or amendments thereto. It is also agreed that the settlement/closing of the "Property" shall be held in the offices of the Seller's Attorney, or at the office designated and assigned by Seller/Seller's Attorney in the area which the "Property" is located, on or before JULY 26, 2013 or as specified in the prior Addendum #1, or any and all addenda or amendments thereto.

The Purchaser(s) agree(s) that Seller's Attorney will be acting as closing agent on the Seller's behalf and as closing agent for the Purchaser and Lender in this transaction. Purchaser(s) is fully aware of this fact and may choose to have an attorney of their choice present at the closing at their own cost and expense to be paid and handled outside of the closing. Purchaser and Seller are both aware that if a conflict develops between Purchaser and Seller, Seller's Attorney must withdraw from the representation of all Parties and may not continue to represent any of the clients in the transaction.

IT IS THEREFORE AGREED THAT THE SELLER'S ATTORNEY IS DESIGNATED THE SETTLEMENT/CLOSING AGENT ON BEHALF OF THE SELLER AND FOR THE PURCHASER AND LENDER, WITH THE FULL APPROVAL AND ACCEPTANCE OF THE PURCHASER(S).

THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE INCORPORATED THEREIN IN ITS ENTIRETY.

SELLER:

By: \_\_\_\_\_

PURCHASER(s):

X \_\_\_\_\_ (Seal)  
JOSEPH PETERSON, MAYOR

X \_\_\_\_\_ (Seal)  
WILLIAM R GRIGGS, CITY CLERK

\_\_\_\_\_ (Seal)

Date: \_\_\_\_\_

Date: 06/24/2013



## Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee.

As of Jan. 1, 1994 Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

A broker or salesperson may function in any of the following capacities:

- represent the seller as an authorized seller's agent or subagent
- represent the buyer as an authorized buyer's agent or subagent
- represent both the seller and buyer as a disclosed dual agent, authorized by both the seller and buyer
- represent neither the seller or buyer as an agent, but provide services authorized by the seller or buyer to complete a transaction as a transaction coordinator.

### SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

The duties that a seller's agent and subagent owe to the seller include:

- promoting the best interests of the seller
- fully disclosing to the seller all facts that might affect or influence the seller's decision to accept an offer to purchase
- keeping confidential the seller's motivations for selling
- presenting all offers to the seller
- disclosing to seller all information known to the seller's agent about the identity of all buyers and the willingness of those buyers to complete the sale or to offer a higher price.

### BUYER'S AGENTS

A buyer agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

The duties a buyer's agent and subagent owe to the buyer include:

- promoting the best interests of the buyer
- fully disclosing to the buyer all facts that might affect or influence the buyer's decision to tender and offer to purchase
- keeping confidential the buyer's motivations for buying
- presenting all offers on behalf of the buyer
- disclosing to buyer all information known to the buyer's agent about the willingness of the seller to complete the sale or to accept a lower price.

### DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

### TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction.

The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party. The transaction coordinator is not the advocate of either party and therefore has no obligation to "negotiate" for either party. The responsibilities of the transaction coordinator typically include:

- providing access to and the showing of the property
- providing access to market information
- providing assistance in the preparation of a buy and sell agreement which reflects the terms of the parties' agreement
- presenting a buy and sell agreement and any subsequent counter-offers
- assisting all parties in undertaking all steps necessary to carry out the agreement, such as the execution of documents, the obtaining of financing, and the obtaining of inspections, etc.

### DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.



# Disclosure Regarding Real Estate Agency Relationships



## LICENSEE DISCLOSURE

I hereby disclose that the agency status I/we have with the buyer and/or seller below is:

- Seller's agent (We will not be representing the buyer unless otherwise agreed in writing.)
- Buyer's agent
- Dual agent
- Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- None of the above

### AFFILIATED LICENSEE DISCLOSURE (Check One)

Check here if acting as a designated agent. Only the licensee's broker and named supervisory broker have the same agency relationship as the licensee named below. If the party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to them before disclosure of any confidential information.

*K L R*

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Date

The undersigned  DOES  DOES NOT have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as  SELLER  BUYER.

### ACKNOWLEDGEMENT:

By signing below, the parties confirm that they have received and read the agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers. **THIS IS NOT A CONTRACT.**

Buyer/Seller (circle one) \_\_\_\_\_ Date 06/24/2013

Buyer/Seller (circle one) \_\_\_\_\_ Date 06/24/2013

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS. Please review both the form and details of the particular transaction to ensure that this form is appropriate for the transaction. The Michigan association of REALTORS is not responsible for the use or misuse of this form.

## ESTIMATE OF BUYER'S EXPENSES

Property address: 2251 10TH ST, WYANDOTTE MI 48192  
 Buyers: CITY OF WYANDOTTE A MUNICIPAL CORP.

	<u>Credits</u>	<u>Expenses</u>
Loan Amount		
Seller Concessions		
Down Payment Charity		
Down Payment Gift		
Sellers credit for occupancy after closing		
Earnest Money Deposit (given upon offer)	1,000.00	
Retainer Fee (given upon buyer agent contract)		
<b>Total Credits</b>	<b>(\$ 1,000.00)</b>	
Sales Price		10,260.00
Down Payment/Funding Fee		
Closing costs charged by title co.		
Closing fee \$200.00 - \$500.00		450.00
Recording fee \$19.00		
Owners Title Insurance Policy if NOT paid by seller		
Lenders fees from GFE (Good Faith Estimate)		
Transfer Tax if NOT paid by seller		
Home Owners Insurance (1 yr pre-paid prior to closing or proration for LC)		
Brokerage Fee ( HUD sales or difference of buyer contract vs. co-op fee)		399.00
Private Home Inspection (\$250-\$500)		
Septic Inspection (testing, pumping, filing) (440.00)		
Well Inspection (\$150.00/\$30.00)		
Radon Inspection (750.00)		
Termite Inspection (included in closing costs for FHA/VA loans)		
Lead-Based Paint Inspection (350.00)		
Mortgage Survey (recommended for vacant land or acreage) (\$95-\$145)		
Staked Survey (recommended for vacant land or acreage) GET QUOTE		
Up front Repairs		
Home Warranty-Residential (\$405.00d., \$375.00/\$50.00 Ded.)		
Condos, Multi-Family (\$235.00/\$75.00 Ded. x unit)		
Escrows (repairs, misc.)		
Service Fees		
Broker Processing Fee		295.00
REO Technology Fee to Buyer Broker		
REO Fees to Listing Broker		
Appraisal (cash transaction)		
Tax Pro-rations To Seller (cash transaction) (city & county)		1,500.00 (EST)
Short Term Interest (land Contract)		
<b>Total Expenses</b>		<b>\$ 12,904.00</b>
<b>ESTIMATED AMOUNT DUE AT CLOSING (Cashier's Check)</b>		<b>\$ 11,904.00</b>

Parties have reviewed and understand that all totals are approximate and are subject to final audit. They are supplies in good faith and are based upon buyer, lender, & vendor supplied information. These figures are considered "BALL PARK". Attorney fees are not included.

06/24/2013

Buyer JOSEPH PETERSON, Mayor Date

06/24/2013

Buyer WILLIAM R GRIGGS Date CITY CLERK



Prepared By: \_\_\_\_\_ Date 06/24/2013



SELLING

~~Buyer~~ Broker Agreement

CITY OF WYANDOTTE A MUNICIPAL CORP known as purchaser(s) shall pay \$ 399.00 as a

SELLING

~~Buyer~~ broker commission to Re/Max Leading Edge for the property located at

CITY FO WYANDOTTE A MUNICIPAL CORP. The commission shall be paid at closing unless otherwise

specified in the purchase agreement.

Agent

\_\_\_\_\_  
JOSEPH PETERSON, MAYOR  
Purchaser

\_\_\_\_\_  
WILLIAM R GRIGGS, CITY CLERK  
Purchaser

**RE/MAX** Leading Edge  
25050 Ford Rd.  
Dearborn Heights, Michigan 48127  
Office: (313) 277-7777  
Fax: (313) 277-6600

Property Detail Full Listing Report / Photo

[Back to List](#)

Select different flyer format

Mortgage Printable View Map Property Start CMA Start Transaction

Contact List Agent Report Incorrect Data Email This Listing

[Previous](#)

[Next](#)

Photos Map



[Download Photos](#)

Listing Information

#213032926 Ad: 2251 10TH ST	RES ACTV	ERTS/FS	\$ 10,800 S
C: WYANDOTTE 48192-4101	Map: V 17	Loc: S FORD RD E FORT ST	Area: 05147
Dir: S OF FORD RD, E OF FORT ST	Acr: 0	Front Ft:	Protect: 0
Lot Size: 35X110	Sch: WYANDOTTE	DOM: N/91/107	BR: 2 Bath: 1
Prop ID: S7013040036000	Assoc. Fee: \$	MBR: 12x11 U	LR: 14x12 E
Legal: 03321 LOT 36 WELCH BROS PULASKI BOULEVARD SUB T3S R11E L21 P77 WCR	Homestead: N	BR 2: 11x10 E	GR:
Tax: Sum: \$876 Win: \$360	Adl Doc: Y	BR 3:	FR:
Year Built: 1925 Oth/Spc:	FBS:	BR 4:	LB:
Water Nm:	% Wooded: 0	BR 5:	DR: 09x10 E
Sq Ft: 903 TBS: 0	Buyer Agency: Y 3%	Src: APRX	KT: 12x07 E
Soil Type:	Transaction Coord.: N	% Tillable: 0	% Tiled: 0
Comp Arr:	(734) 287-0777	Ownership: BANK - OWNED	LD: 3/25/2013
Sub Agency: N	Agt: (734) 671-5782	Acc: APPT/LCKBX	Short Sale: N
369923 RE/MAX LEADING EDGE	Co-List Ph:	Cnt: OFFICE	Gar: N Ba: N FP: N
KIMBERLY LABELL			Ph: 313-277-7777
Co-List:			

Agent Only Remarks

Cozy two bedroom bungalow with galley kitchen and formal dining rm. Private deck off back of property through door wall. Great starter home! BOA assoc/household members/HTS partners of Bank, are prohibited from purchasing RED/auctioned properties directly/indirectly. Send offer to offers@remaxle.com. BA comm 3% or \$1500, whichever is greater.

Features

Exterior: ALUMINUM	Architecture: 1-1/2-ST	Style: BUNGALOW
WaterFront Desc: No	Terms: CONV, FHA, CASH	Heating: FRCD AIR
Fuel Type: GAS	Bath Desc: 1ST F LAV, 2ND F BTH	Garage: NO GARAGE
Foundation: CRAWL, SLAB	Road Frontage: PAVED	Water Sewer: MUN WAT

All MLS Listings for Parcel

[Close](#)

MLS#	Status	Date	DOM	Price	Agent	Office
+ 213032926	ACTV	6/13/2013 11:11:22 PM	N/91/107	\$10,800	KIMBERLY LABELL	RE/MAX LEADING EDGE

Status	Price	Date
ACTV	\$10,800	6/23/2013 12:11:14 AM
CHGP	\$10,800	6/13/2013 11:11:22 PM
ACTV	\$14,000	5/20/2013 12:10:55 AM

Realcomp Online

						ACTV	\$17,900	5/20/2013	12:10:55 AM
						CHGP	\$14,900	5/10/2013	3:41:29 PM
						ACTV	\$19,900	4/26/2013	12:11:51 AM
						CHGP	\$19,900	4/16/2013	1:19:24 PM
						NEW	\$29,900	4/10/2013	4:52:27 PM
+ <u>213028221</u> UWTH 4/10/2013 4:51:08 PM N/16/16 \$29,900 KIMBERLY LABELL RE/MAX LEADING EDGE									

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Wayne County Public Records Full Detail Report /Photo Report

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Location & Ownership

Property ID:   
 Property Address: T ST   
 City/ State/ Zip: ANDOTTE MI   
 Census Tract: Block Group:   
 Owner Name: DEUTSCHEB NATL TRUST C   
 Verify redemption period.   
 Taxpayer Address: T ST   
 City/ State/ Zip: ANDOTTE MI   
 City/ Village/ Town: ANDOTTE   
 Subdivision: ELC BROS PULAS BOULEVARD SUB   
 MLS Area: ANDOTTE   
 School District: ANDOTTE   
 Property Category: RS   
 Land Use:

X \_\_\_\_\_ INITIAL  
 L \_\_\_\_\_ INITIAL



Legal Description: LOT ELC BROS PULAS BOULEVARD SUB T S R EL P CR

Taxes

Year	Season	Total Ad Valorem	Administrative Fees	Special Assessment	City/ Village / Township	Total Seasonal
2012	Winter	303.80	3.03	0.00	0.00	306.83
2012	Summer	876.59	0.00	0.00	0.00	876.59
2011	Winter	360.89	0.00	0.00	0.00	360.89
2011	Summer	907.80	9.07	0.00	0.00	916.87
2010	Winter	351.52	3.51	0.00	0.00	355.03
2010	Summer	974.99	9.74	0.00	0.00	984.73
2009	Winter	344.65	3.44	0.00	0.00	348.09
2009	Summer	970.04	9.70	0.00	0.00	979.74
2008	Winter	329.19	3.29	0.00	0.00	332.48
2008	Summer	918.73	9.18	0.00	0.00	927.91

Assessments & Total Annual Tax

Year	Taxable Value	State Equalized Value	Homestead/ Percent	Total Taxes
2012	16,900.00	16,900.00	0.00	1,183.42
2011	18,300.00	18,300.00	0.00	1,277.76
2010	19,734.00	20,600.00	0.00	1,339.76
2009	19,794.00	24,700.00	0.00	1,327.83
2008	18,960.00	29,200.00	0.00	1,260.39

Transfer Information

Realcomp Online						
Grantor	Grantee	Sale Date	Deed Date	Sale Price	Deed Type	Liber/ Page
MICHAEL J & ROXANNE DUDEK	DEUTSCHE BK NATL TRUST C 2007-	9/20/2012	9/6/2012	100,921.00	SHER/DEED	50148/0784

Other Recordings

Obligee	Obligor	Record Date	Doc Date	Amount	Doc Type	Liber/ Page
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Characteristics

\* There is no characteristic data on record for this property.

[Click here to view MLS history for this property](#)

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 INITIAL

 INITIAL

# HEARING

## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: July 1, 2013

AGENDA ITEM # \_\_\_\_\_

**ITEM:** 2013 City Tax Rates to Support 2014 Fiscal Year Operations

**PRESENTER:** Todd A. Drysdale, City Administrator *Drysdale*

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** The following City property tax rates are being submitted for your adoption for the 2014 Fiscal Year pursuant to sections 211.23 E and 211.34 D of Michigan Compiled Laws and Public Act 40 of 1995:

City Operating	\$13.8038/Thousand \$ of Taxable Value
Refuse Collection and Disposal	\$ 2.5166/Thousand \$ of Taxable Value
Debt	\$ 2.5166/Thousand \$ of Taxable Value
Drain #5 Operation and Maintenance	\$ 3.4130/Thousand \$ of Taxable Value

The attached resolution will satisfy the above referenced Public Act requirements. Also, the above rates reflect the maximum authorized rates that can be considered.

Please refer to the attachment for details and the source of said tax levies

**STRATEGIC PLAN/GOALS:** To be financially responsible

**ACTION REQUESTED:** Approve the necessary tax rates as presented.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Approved tax rates will be incorporated into the budget being prepared for the 2014 Fiscal Year which will be adopted prior to October 1, 2013.

**IMPLEMENTATION PLAN:** Approved tax rates will be used for the tax bills mailed on August 1, 2013. The issuance of tax bills will be coordinated through the City Treasurer's and City Assessor's Office.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur

**LEGAL COUNSEL'S RECOMMENDATION:** *APPROVED w. JOTH*

**MAYOR'S RECOMMENDATION:** 

**LIST OF ATTACHMENTS:** 1. Schedule of City Tax Rates

**MODEL RESOLUTION:**

Receive and Place on File

**City of Wyandotte  
Tax Rate Millages - City Rates  
Fiscal Year Ended September 30, 2014**

<u>Millage</u>	<u>Authorized</u>	<u>Headlee</u>	<u>Origin</u>
Operating	\$12.5000	\$12.0538	Charter of Wyandotte, Michigan
Operating	\$ 1.7500	\$1.7500	Charter of Wyandotte, Michigan (Voter Approval November 8, 2011)
Debt Levy	\$3.0000	\$2.5166	Charter of Wyandotte, Michigan
Refuse Collection	\$3.0000	\$2.5166	Public Act 290 of 1927, PA 298 of 1917, PA 30 of 1975
Drain #5-O&M	N/A	N/A	Council Resolution

Note that the debt levy and the S/W Relief Drain Operation and Maintenance levy are limited to the amount required to pay obligations during the 2014 Fiscal Year.

**OFFICIALS**

**William R. Griggs**  
CITY CLERK

**Todd M. Browning**  
CITY TREASURER

**Thomas R. Woodruff**  
CITY ASSESSOR



**JOSEPH PETERSON**  
MAYOR

**COUNCIL**

**Sheri M. Sutherby-Fricke**  
**Daniel E. Galeski**  
**Ted Miciura Jr.**  
**Leonard T. Sabuda**  
**Donald C. Schultz**  
**Lawrence S. Stec**

Reports  
+

minutes

||

Wyandotte, Michigan June 24, 2013

Regular session of the City Council of the City of Wyandotte, the Honorable Mayor Joseph Peterson presiding.

ROLL CALL

Present: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz

Absent: Councilperson Stec

COMMUNICATIONS MISCELLANEOUS

Mayor and City Council, City of Wyandotte  
3200 Biddle Avenue, Suite 300, Wyandotte, MI 48192

June 20, 2013

Dear Honorable Mayor and City Council Members:

On behalf of the Downriver Council for the Arts, I am requesting permission for temporary art installations in the Downtown Wyandotte District during the week of July 22, 2013. The installations will remain until August 1, 2013. The installations will be created with the following non-permanent art materials: chalk paint, sidewalk chalk, yarn, tissue paper/glue mixture, stickers, and fabric. These works of art will be created by local teens through the DCA's summer art camp and classes.

The art installation projects are:

-Along Biddle Avenue, between Oak and Eureka, attach googly eyes and mustaches to fare hydrants, light posts, mail boxes (city property only, photo below)

-Place decorative wire-frame statues in city flower boxes along Biddle Avenue, between Oak and Eureka

-Place 4 signs (14" x 17", similar to the wire, in-ground yard signs), describing the art installation project, in flower boxes on corner of Oak and Biddle, Eureka and Biddle. The signs will have the Downriver Council for the Arts logo, a small paragraph describing the idea of removable street art, and a list of the teenage artists

-Along Biddle Avenue, wrap 4 light poles with colorful yarn, also known as 'yarn bombing' (photo below) –

-Along Biddle Avenue, wrap 10 tree trunks with colorful yarn, (photo below)

-Paint decorative, colorful, abstract works of sidewalk art, with chalk paint (photo below)

-Write words: ART, CREATE, IMAGINE, LIVE (with chalk, along sidewalks throughout downtown)

-Hang decorative wire frame butterflies from credenza by clock tower

-Hang decorative wire frame butterflies from trees along Biddle Avenue

In addition to the exterior installations, I would also like to ask permission to use the Old City Hall, 3131 Biddle to create a display with a summertime theme (photo ideas below).

Thank you for your assistance on this and please contact me with any questions or concerns.

Sincerely,

Tamara Trudelle, Executive Director, Downriver Council for the Arts and  
Adrienne Stepaniak, Art Instructor, Downriver Council for the Arts [trupanik@gmail.com](mailto:trupanik@gmail.com)  
734-285-6299

6/20/2013

City of Wyandotte, 3200 Biddle Ave, Wyandotte, MI 48192

Dear Mayor Peterson and Wyandotte City Council Members,

Our all volunteer non-profit has assisted the Wyandotte Animal Shelter in significantly reducing euthanasia rates the past eight years. With the recent merger of several cities to create Downriver Central Animal Control, we would like to briefly update the mayor and council at Monday's city council meeting on the statistics and progress achieved at the shelter.

Sincerely,

Kim Skidmore, Pound Pals Downriver, c/o 14341 Berkshire, Riverview, MI 48193

EIN#20-4530815

[wacvolunteers@gmail.com](mailto:wacvolunteers@gmail.com)

June 19, 2013

Mayor Peterson and City Councilmembers, 3200 Biddle Avenue  
Wyandotte, Michigan 48192

Dear Mayor and City Councilmembers:

I am seeking direction to solve an on going problem.....I have been receiving numerous tickets for parking vehicles in front of my home (they are all licensed and have correct tabs on them). The tickets range from not moving my vehicles every 48 hours to someone measuring the distance from the curb to my vehicle as it was parked.

I realize there are rules; however I feel I am being unduly targeted; I question whether every residents car is TIMED when parked in front of their home.....

So I ask where would I apply for permission to make a concrete parking pad on my adjacent lot; thus alleviating my ongoing parking problems.

Any assistance you could give me relative to this request would be appreciated.

Sincerely yours, Steve Gietzen

1277 Walnut, Wyandotte, Michigan 48192

June 18, 2013

City of Wyandotte, 3200 Biddle, Suite 300, Wyandotte, Michigan 48192

Dear City Council and Commissioners,

My name is Amber Simpson and I reside at 686 4th Street. I am writing this letter to express my desire to purchase half of the 50 foot lot next to my property. As it currently stands, my lot is only 35 ft across and the added 25 feet would be greatly beneficial to me and my family. Not only would this allow us to have a decent sized lot, but would also provide us with the option to add a garage in the future. My neighbor on the opposite side of the lot is also very interested in purchasing the other half so it would not be left un-purchased or unattended. Dividing this lot and allowing us to the opportunity to add to our current properties would bring benefit not only to us, but to the property values of Wyandotte as well.

Thank you in advance for your time and consideration in this matter.

Sincerely, Amber Simpson, 686 4<sup>th</sup> Street, Wyandotte, Michigan 48192 734-624-1796

Dear Honorable Mayor and Council,

My name is Kyle Arminiak and I am the Webelos den leader for Pack 1758.

I am writing this letter today to request the use of the public parking lot located on Eureka rd. between 12th and 14th streets to hold a car wash fundraiser for the scouts. We are looking to hold the car wash on July 13th the hours of 11:00am to 3:00pm. The owner of Prush's bar and grill has offered to donate the usage of his water for the car wash. We have recently just started a Webelos den in our pack and to help offset the cost of camping, field trips, training and awards for the scouts fundraising is a very important thing to keep us going.

Thank you for your time in considering this matter and look forward to your decision.

Kyle Arminiak, Webelos Den Leader, Pack 1758  
C)734-818-0148 H734-283-5196

PERSONS IN THE AUDIENCE

Ted Copley, 1316 Oxford Court, grand opening of Ax & Ladder Deli on Friday, 5:30PM.  
Thanked the City of Wyandotte for all their help

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: June 24, 2013

AGENDA ITEM #6

ITEM: Appointment to the District Library Board

PRESENTER: Mayor Joseph Peterson

INDIVIDUALS IN ATTENDANCE: n/a

BACKGROUND: As stated in the Premises of the District Library Agreement, the District Library shall be governed by a board consisting of five members, two of which will be appointed by the School District, two appointed by the City, and one to be selected at large by the four appointed members.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Adopt a resolution supporting the re-appointment of Carolyn Harris, 314 Riverside Drive, Wyandotte, as a member of the District Library Board to a 4-year term ending June 30, 2017.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: n/a

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: n/a

LIST OF ATTACHMENTS:

Proposed resolution in support the re-appointment of Carolyn Harris to the District Library Board.

## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: June 24, 2013

AGENDA ITEM #7

ITEM: Wyandotte Street Art Fair Entertainment

PRESENTER: Heather A. Thiede, Special Event Coordinator

INDIVIDUALS IN ATTENDANCE: Heather A. Thiede, Special Event Coordinator

BACKGROUND: Herewith, please find the entertainment contracts assembled and recommended by my office for the 2013 Wyandotte Street Art Fair. For details please see the below listing.

Little Davy and the Diplomats	\$600
Wisteria	\$180

STRATEGIC PLAN/GOALS: The City of Wyandotte hosts several quality of life events throughout the year. These events serve to purpose the goals of the City of Wyandotte by bringing our community together with citizen participation and supporting the local businesses and non-profit organizations.

ACTION REQUESTED: Adopt a resolution to concur with the above recommendation and authorize Mayor Peterson or William Griggs, City Clerk to sign the attached contracts.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 285.225.925.730.860 - \$780

IMPLEMENTATION PLAN: Contracts to be signed by Mayor Joseph R. Peterson or William Griggs, City Clerk to be returned to Heather A. Thiede for implementation.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: Concurs with recommendation, signature on file.

MAYOR'S RECOMMENDATION: OK JRP

LIST OF ATTACHMENTS: None

## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: June 24, 2013

AGENDA ITEM #8

ITEM: Wyandotte Street Art Fair Radio and Tent Rental

PRESENTER: Heather A. Thiede, Special Event Coordinator

INDIVIDUALS IN ATTENDANCE: Heather A. Thiede, Special Event Coordinator

BACKGROUND: Herewith, please find the radio and beverage area tent rental agreement assembled and recommended by my office for the 2013 Wyandotte Street Art Fair. We have confidence that once again, Boomers Tent Rental and Moss Communications will provide us with quality services and are endorsing their contract for the 2013 WSAF.

STRATEGIC PLAN/GOALS: The City of Wyandotte hosts several quality of life events throughout the year. These events serve to purpose the goals of the City of Wyandotte by bringing our community together with citizen participation and supporting the local businesses and non-profit organizations.

ACTION REQUESTED: Adopt a resolution to concur with the above recommendation and

authorize Mayor Peterson or William Griggs, City Clerk to sign the attached contract.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

285.225.925.730.860          WSAF Expense Account          \$1,744.95

IMPLEMENTATION PLAN: Contracts to be signed by Mayor Joseph R. Peterson or William Griggs, City Clerk to be returned to Heather A. Thiede for implementation.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: Concurs with recommendation, signature on file.

MAYOR'S RECOMMENDATION: ok jrp

LIST OF ATTACHMENTS:

Moss Communications Agreement  
Boomers Tent Rental Agreement

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: June 24, 2013    AGENDA ITEM #9

ITEM: Various Services performed by the City of Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The Department of Public Service perform snow removal for the Central Business District, in accordance with Section 32-53 through Section 32-55 of the City Charter, attached please find the Snow Removal Roll for the 2012-2013 winter season.

Also attached is a list of services performed by the Department of Public Service that have not yet been paid. In accordance with Section 222 of the City Charter, said charges should be placed as a special assessment against property.

STRATEGIC PLAN/GOALS: The City is committed to maintaining and developing excellent Neighborhoods and the Downtown.

ACTION REQUESTED: Approve said charges to be placed as a special assessment against properties.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: The City Assessor to spread said charges on the 2013 Summer Tax Roll against said properties.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: approved W. Look

MAYOR'S RECOMMENDATION: ok JRP

LIST OF ATTACHMENTS: Snow Roll and Special Assessment Roll for 2013

## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: June 24, 2013

AGENDA ITEM #10

ITEM: Budget Hearing- 2013 Tax Rate to Support 2014 Fiscal Year Operations

PRESENTER: Todd A. Drysdale, City Administrator

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Listed below is an explanation of the need to have a budget hearing regarding the property tax millage rate to be levied to support the proposed General City Operating Budget. These rates will defray the City's operating costs for the upcoming Fiscal Year ending September 30, 2014.

1. In accordance with the requirements under the Headlee Amendment, the millage rate for City operating purposes will be \$16.3204 per thousand dollars of Taxable Value (\$13.8038 for City Operating and \$2.5166 for refuse disposal). This amount includes the millage (1.75 mills) authorized by voters in November, 2011.
2. The public hearing to discuss the proposed operating millage rates for the 2013 Calendar Year will be held on July 1, 2013, in accordance with Public Act 40 of 1995.
3. The actual City Council vote on the proposed operating millage rates for the 2014 Fiscal Year operating budget will also take place on July 1, 2013, in accordance with Public Act 75 of 1991
4. A "Truth in Taxation" hearing will not be required if the above referenced hearing is properly posted and held in accordance with Public Act 40 of 1995.
5. The tax rate for debt requirements will be set at an amount sufficient to pay for funded debts of the city and interest thereon. These debts include the debt service for the bonds sold to construct the Department of Public Service facility, debt service for the bonds sold to construct the Police/Court building, and the debt service for the bonds sold to renovate the Yack Arena.
6. The tax rate will be set at an amount sufficient to provide for the operation and maintenance of Drain Number Five (5).

STRATEGIC PLAN/GOALS: To be financially responsible.

ACTION REQUESTED: Schedule the necessary public hearing on July 1, 2013.

BUDGET IMPLICATIONS &amp; ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: City Clerk to schedule the public hearing to be scheduled on July 1, 2013.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: APPROVED WRL

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: N/A

## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: June 24, 2013

AGENDA ITEM #11

ITEM: Sewage Rate Effective July 1, 2013

PRESENTER: Todd A. Drysdale, City Administrator

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The Wayne County Board of Public Works has submitted the sewage disposal rates effective July 1, 2013, for approval by the Wayne County Commission. The proposed rates represent an imputed increase of 7.76% from the prior year's rate.

In order to meet current City obligations, the following sewage rate per million gallons is being recommended:

Operation and Maintenance	\$1,779.53
Debt Service	771.84
Replacement	280.50
Meter Loss	-8.37
Collection Cost	50.50
	<hr/>
	Total \$2,874.00

The proposed sewage rate represents an increase of 2.75% from the rate established in the prior year. The average annual rate increase since 1997 is 4.39%.

The proposed sewage rate would continue to place the City of Wyandotte as the second lowest sewage rate out of the thirteen communities that utilize the Wyandotte Wastewater Treatment Plant (Attachment C). Also, enclosed on Attachment D is the conversion calculation from million cubic feet to million gallons.

If there are any questions or concerns, please do not hesitate to contact the undersigned.

STRATEGIC PLAN/GOALS: To be financially responsible.

ACTION REQUESTED: Schedule the necessary public hearing on July 1, 2013.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Increased revenue of approximately \$166,000 provided by rate increase. Expenses, primarily debt service, have increased the same amount.

IMPLEMENTATION PLAN:

First and Final Readings of Ordinance Attached

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: APPROVED W. LOOK

MAYOR'S RECOMMENDATION: OK JRP

LIST OF ATTACHMENTS:

1. Attachment A — Sewage Rate Calculation
2. Attachment B — Effect on Average Homeowner
3. Attachment C — Community Comparison
4. Attachment D — Unit Conversion Analysis (Base & Excess Rate)
5. Attachment E — Unit Conversion Analysis (Debt Rate)
6. Attachment F — Historical City Rate Changes

June 20, 2013

To: Honorable Mayor and City Council  
 From: Department of Legal Affairs  
 Re: Consumer Fireworks

Dear Mayor and City Council:

Enclosed is a proposed ordinance for a first and final reading to take immediate effect concerning a time limit that consumer fireworks may be ignited within the City of Wyandotte. The State of Michigan has amended the law to permit the City to restrict the igniting of fireworks between 12 midnight and 8 a.m. for the day before, the day of, and the day after a legal holiday, and between the hours of 1 a.m. and 8 a.m. on New Year's Day. The proposed ordinance incorporates these times to be consistent with the state law.

Respectfully submitted,  
 Department of Legal Affairs  
 LOOK, MAKOWSKI and LOOK, P.C. Professional Corporation  
 William R. Look

REPORTS AND MINUTES

Beautification Commission Special Meeting	May 28, 2013
Beautification Commission Meeting	May 8, 2013
Retirement Commission Meeting	June 19, 2013
Fire Fighter's Civil Service Commission	May 15, 2013
Fire Commission Meeting	June 11, 2013
Fire Commission Meeting	May 28, 2013
Municipal Service Commission working session	June 11, 2013
Municipal Service Commission	June 11, 2013
Cultural and Historical Commission	June 6, 2013

CITIZENS PARTICIPATION:

None

RECESS

RECONVENING

ROLL CALL

Present: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz

Absent: Councilperson Stec

HEARING

HEARING RELATIVE TO THE  
 COMMERCIAL FACILITIES EXEMPTION CERTIFICATE  
 3061-3063 BIDDLE AVENUE  
 CITY OF WYANDOTTE

No objections.

Ken W. Wickenheiser, thanked the City for their cooperation in making the Sterling Hotel a success.

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: June 24, 2013

AGENDA ITEM HEARING

ITEM: Commercial Facilities Exemption Certificate – 3061-63 Biddle Avenue  
 PRESENTER: Todd A. Drysdale, City Administrator  
 INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: In accordance with the Commercial Redevelopment Act, Public Act 255 of 1978, a public hearing has been scheduled on June 24, 2013, to consider an application for a Commercial Facilities Exemption Certificate (CFEC) for a restoration project at 3061-63 Biddle Avenue. Enclosed is a completed CFEC application with detailed information regarding the project, including the proposed use, rehabilitation activities, estimated costs, and a construction time schedule. As noted in the application, investment in the project is estimated at approximately \$2.5 million. Additionally, it's estimated that the project will create 3 new permanent jobs and create 6 temporary construction jobs.

Also attached are the following: a summary of the Act prepared by the Michigan Economic Development Corporation (MEDC); the public hearing notice placed in the News Herald and mailed to area taxing jurisdictions; a list of other Commercial Redevelopment Districts established in the City and CFECs issued within said Districts; and a communication from the City Assessor regarding the State Equalized Value (SEV) of property already exempt. To summarize, a CFEC for a restoration project encourages redeveloping commercial property in a qualified downtown revitalization district by freezing the taxable value of the building at its value prior to restoration, therefore exempting the new investment from local taxes for a period not to exceed 12 years. The school operating tax and the State Education Tax (SET) are also frozen. Land and personal property cannot be abated under this Act.

This action is consistent with the Goals and Objectives identified in the City of Wyandotte's Strategic Plan 2010-2015 that identifies a commitment to downtown revitalization and an economic development strategy that emphasizes commercial expansion in the area.

The undersigned recommends that the Council adopt the enclosed resolution approving an Exemption Certificate for 12 years after completion of Phase I of the project, as described in the application.

STRATEGIC PLAN/GOALS: Commitment to fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas.

ACTION REQUESTED: Approve the attached resolution approving the application for a Commercial Facilities Exemption Certificate (CFEC) as proposed.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: N/A

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION• jrp

## LIST OF ATTACHMENTS:

1. Application for a Commercial Facilities Exemption Certificate (CFEC)
2. Commercial Redevelopment Act - MEDC Summary
3. Notice of Hearing
4. List of Commercial Redevelopment Districts and CFECs approved by the City
5. Communication from City Assessor regarding SEV

FIRST & FINAL READING OF ORDINANCES

AN ORDINANCE ENTITLED AN ORDINANCE TO AMEND SECTION 11-52(a) "CONSUMER FIREWORKS" AND 11-52(b) "LOW IMPACT FIREWORKS" AND RESCIND SECTION 25-86 ENTITLED "PROHIBITED NOISE"

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Amendment of Section 11-52(a) "Consumer Fireworks"

Sec. 11-52 Prohibited Fireworks and Devices.

(a) Consumer Fireworks.

A Person shall not use, ignite, or discharge Consumer Fireworks within the geographical boundaries of the City of Wyandotte, except on the day of, the day preceding or the day after a National Holiday, in accordance with the time limits set forth below and provided that on such days, a Person shall not use, ignite or discharge Consumer Fireworks in violation of the Act, this ordinance or in such a manner that it violates any other ordinance of the City of Wyandotte. No Person may ignite, discharge or use Consumer Fireworks between the hours of 12 midnight and 8 a.m. on any of the above days except for New Year's Day in which case no Person may ignite, discharge or use Consumer Fireworks between the hours of 1 a.m. and 8 a.m. on New Year's Day.

Section 2. Amendment of Section 11-52(b) "Low Impact Fireworks"

(b) Low Impact Fireworks.

Low Impact Fireworks may not be used, ignited or discharged during the hours of 12:00 midnight and 8:00 a.m., and may not otherwise be discharged in violation of the Act, this ordinance, or in such a manner that it violates any other ordinance of the City of Wyandotte.

Section 3. Rescission of Section 25-86 "Prohibited Noise".

Sec. 25-86 entitled "Prohibited Noise" is hereby rescinded.

Section 4. Severability

All Ordinances or parts of Ordinances in conflict with the terms of this ordinance are hereby repealed, only to the extent necessary to give this Ordinance full force and effect.

Section 5. Effective date

This Ordinance is deemed necessary for the immediate preservation of the public peace, property, health or safety and is necessary for the usual daily operation of various City departments and it is necessary for this Ordinance to take effect immediately. This Ordinance or a summary thereof shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days of its passage.

On the question, "SHALL THIS ORDINANCE NOW PASS?", the following vote was recorded:

YEAS: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz

NAYS: None

ABSENT: Councilperson Stec

I hereby approve the adoption of the foregoing ordinance this 24<sup>th</sup> day of June, 2013.

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and WILLIAM R. GRIGGS, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the 24<sup>th</sup> day of June, 2013.

Dated June 24, 2013

JOSEPH R. PETERSON, Mayor

WILLIAM R. GRIGGS, City Clerk

AN ORDINANCE ENTITLED  
 "AN ORDINANCE TO AMEND SUBPARAGRAPH (a) OF SECTION 38.1-18  
 ENTITLED "SEWAGE DISPOSAL CHARGES" OF THE  
 CODE OF ORDINANCES OF THE CITY OF WYANDOTTE"

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Subparagraph (a) of Section 38.1-18 Entitled "Sewage Disposal Charges" is hereby amended as follows:

(a) Generally. Effective as of July 1, 2013 the department of municipal service of the city is directed to increase the billing for sewage disposal charges to Two Thousand Eight Hundred Seventy Four Dollars (\$2,874.00) per one million (1,000,000) gallons of water consumed. This will provide the city with funds for the following purposes: To pay charges for the city's share of the operation and maintenance of the sewage disposal system; to pay for meter loss; to pay for maintaining and operating the city sewers, which are a part of the sewage disposal system; to pay for collection costs. The monies collected, except for collection costs of fifty dollars and fifty cents (\$50.50) per million gallons of water consumed, which shall be retained by the municipal service commission, shall be placed in an appropriate fund to be used for the above-stated purposes and any balance that may accrue shall be retained therein to provide for emergencies and contingencies.

Section 2. Severability.

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Effective Date.

This ordinance shall take July 1, 2013. This ordinance is deemed necessary for the immediate preservation of the public peace, property, health, safety and for providing for the usual daily operation of the City Engineers Office and Department of Municipal Services. This Ordinance or a summary shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. Any summary shall designate the location in the City where a true copy of the ordinance can be inspected or obtained.

On the question, "SHALL THIS ORDINANCE NOW PASS?", the following vote was recorded:

YEAS: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz

NAYS: None

ABSENT: Councilperson Stec

I hereby approve the adoption of the foregoing ordinance this 24<sup>th</sup> day of June, 2013.

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and WILLIAM R. GRIGGS, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the 24<sup>th</sup> day of June, 2013.

Dated: June 24, 2013

JOSEPH R. PETERSON, Mayor  
 WILLIAM R. GRIGGS, City Clerk

RESOLUTIONS

Wyandotte, Michigan June 24, 2013

RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City Council that the reading of the minutes of the previous meeting be dispensed with and the same stand APPROVED as recorded with the following amendment the withdrawal of the resolution referring the request to purchase city-owned property to the City Engineer from Douglas Mullins, 672-4th Street for a review and report back in two (2) weeks.

I move the adoption of the foregoing resolution.  
MOTION by Councilman Donald C. Schultz  
Supported by Councilman Leonard Sabuda  
ROLL ATTACHED

Wyandotte, Michigan June 24, 2013

RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City Council that the communication from Tamara Trudell, Executive Director, Downriver Council for the Arts requesting permission for TEMPORARY Art installations in the Downtown District outlined in said communication during the week of July 22, 2013 through August 1, 2013 is hereby GRANTED provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs. AND FURTHER that Council grants the use of the exterior of the old City Hall 3131 Biddle Avenue; and FURTHER NO MAIL BOXES BE UTILIZED and FURTHER it is understood that if an emergency arises Art on utility poles would be disturbed if it was impeding Municipal Service workers. AND BE IT FURTHER RESOLVED that said resolution be forwarded to the Wyandotte Business Association for information of said event.

I move the adoption of the foregoing resolution.  
MOTION by Councilman Donald C. Schultz  
Supported by Councilman Leonard Sabuda  
YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz  
NAYS: None

Wyandotte, Michigan June 24, 2013

RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City Council that the communication from Kim Skidmore, Pound Pals Downriver, 14341 Berkshire, Riverview, Michigan 48193 relative to the Downriver Central Animal Control is hereby received and placed on file.

I move the adoption of the foregoing resolution.  
MOTION by Councilman Donald C. Schultz  
Supported by Councilman Leonard Sabuda  
ROLL ATTACHED

Wyandotte, Michigan June 24, 2013

RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City Council that the communication from Steve Gietzen, 1277 Walnut relative to various parking issues involving his vehicles parked in front of his home and his request to erect a concrete parking pad on his property is hereby received and placed on file.

I move the adoption of the foregoing resolution.  
MOTION by Councilman Donald C. Schultz  
Supported by Councilman Leonard Sabuda  
ROLL ATTACHED

Wyandotte, Michigan June 24, 2013

## RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City Council that the communication from Amber Simpson, 686-4th Street requesting the purchase of 25 ft of the adjacent city-owned lot is hereby DENIED.

I move the adoption of the foregoing resolution.  
 MOTION by Councilman Donald C. Schultz  
 Supported by Councilman Leonard Sabuda  
 YEAS: Councilmembers Fricke, Galeski, Miciura, Schultz  
 NAYS: Councilman Sabuda

Wyandotte, Michigan June 24, 2013

## RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City Council that the communication from Kyle Arminiak, Webelos Den Leader, Pack 1758 requesting the use of the city-owned parking lot on Eureka between 12th and 14th Street for a car wash fundraiser on July 13, 2013 is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council GRANTS permission for the use of said lot between the hours of 11:00 a.m. and 3:00 p.m. provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs.

I move the adoption of the foregoing resolution.  
 MOTION by Councilman Donald C. Schultz  
 Supported by Councilman Leonard Sabuda  
 YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz  
 NAYS: None

Wyandotte, Michigan June 24, 2013

## RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of Mayor Peterson to re-appoint Carolyn Harris, 314 Riverside Drive, Wyandotte, Michigan 48192 to the District Library Board, term to expire June 30, 2017.

I move the adoption of the foregoing resolution.  
 MOTION by Councilman Donald C. Schultz  
 Supported by Councilman Leonard Sabuda  
 YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz  
 NAYS: None

Wyandotte, Michigan June 24, 2013

## RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City Council that Council hereby APPROVES the following contracts as submitted by the Special Events Coordinator for Entertainment at the Wyandotte Street Art Fair:

Little Davy and the Diplomats	\$600.00
Wisteria	\$180.00

funds to be derived from account #285.225.925.730.860. AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contracts on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.  
 MOTION by Councilman Donald C. Schultz  
 Supported by Councilman Leonard Sabuda  
 YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz  
 NAYS: None

Wyandotte, Michigan June 24, 2013

RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City Council that Council hereby APPROVES the following contracts for Radio and Tent Rental as submitted by the Special Events Coordinator for the Wyandotte Street Art Fair:

Boomers Tent Rental	\$1,425.00
Moss Communication	319.95

funds to be derived from account #285.225.925.730.860. AND BE IT FURTHER RESOVLED that the Mayor and City Clerk are hereby directed to execute said contracts on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.  
 MOTION by Councilman Donald C. Schultz  
 Supported by Councilman Leonard Sabuda  
 YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz  
 NAYS: None

Wyandotte, Michigan June 24, 2013

RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City Council that Council CONCURS in the recommendation of the City Engineer in his communication regarding the Snow Removal Roll for the Central Business Distriet, and various services performed by the Department of Public Service; AND BE IT FURTHER RESOLVED that Council directs the City Assessor to spread said charges on the 2013 Summer Tax Roll against said properties.

I move the adoption of the foregoing resolution.  
 MOTION by Councilman Donald C. Schultz  
 Supported by Councilman Leonard Sabuda  
 YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz  
 NAYS: None

Wyandotte, Michigan June 24, 2013

RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City Council that WHEREAS the City Administrator has filed a copy of the communication relative to the 2014 Fiscal Year Operating Budget and Corresponding Operating Tax Millage Rate; NOW, THEREFORE, BE IT RESOLVED that this Council shall hold a Budget Meeting, in accordance with Public act 40 of 1995, in the Council Chambers of the Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, on July 1, 2013, at 7:00 p.m. BE IT FURTHER RESOLVED that the City Council will act on the 2013 operating millage rate pursuant to Public Act 75 of 1991, at the July 1, 2013, Council meeting after the closure of the required Budget Hearing.

I move the adoption of the foregoing resolution.  
 MOTION by Councilman Donald C. Schultz  
 Supported by Councilman Leonard Sabuda  
 YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz  
 NAYS: None

Wyandotte, Michigan June 24, 2013

## RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City Council that Council CONCURS in the recommendation of the City Administrator that a sewage rate increase be implemented for July 1, 2013, and that the Department of Municipal Service is directed to increase the billing for sewage disposal charges to \$2,874.00 per million gallons of water consumed. This will provide the City with the necessary funds for the following purposes:

- \*To pay the City of Wyandotte's share of operation and maintenance of the sewage disposal system
- \*To pay the County of Wayne's sewage charges on a monthly basis
- \*To pay for the replacement of equipment of the sewage disposal system
- \*To cover the loss of revenue due to the difference between the City's master meter and customer's meters
- \*To pay for debt service

The moneys collected for the collection costs of \$50.50 per million gallons of water consumed which will be retained by the Municipal Service Commission, shall be placed in the appropriate fund to be used for the above stated purposes and any balance that may accrue shall be retained therein to provide for emergencies, contingencies, and extraordinary events. IT IS FURTHER RESOLVED that in accordance with Ordinance 802 Article III, Section Five, all customers of the City of Wyandotte's Wastewater System shall receive annual notification and breakdown of the new sewage rate and the Municipal Service Department is hereby directed to print said sewage rate breakdown on all water bills on an annual basis. FURTHER the Department of Legal Affairs is directed to prepare the necessary Ordinance Amendment.

I move the adoption of the foregoing resolution.

MOTION by Councilman Donald C. Schultz

Supported by Councilman Leonard Sabuda

YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz

NAYS: None

Wyandotte, Michigan June 24, 2013

## RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City Council that the communication from the Department of Legal Affairs relative to the proposed first and final reading of an ordinance concerning a time limit that consumer fireworks may be ignited within the City of Wyandotte is hereby received and placed on file.

I move the adoption of the foregoing resolution.

MOTION by Councilman Donald C. Schultz

Supported by Councilman Leonard Sabuda

YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz

NAYS: None

RESOLUTION APPROVING A COMMERCIAL FACILITIES EXEMPTION CERTIFICATE  
FOR 3061-63 BIDDLE AVENUE, WYANDOTTE, MICHIGAN

Wyandotte, Michigan

Dated: June 24, 2013

RESOLUTION BY COUNCILPERSON Donald C. Schultz

RESOLVED by the City Council that:

WHEREAS, the City of Wyandotte legally established Commercial Redevelopment District No. 11 on May 20, 2013, after a public hearing held on May 20, 2013; and

WHEREAS, the state equalized value (SEV) of the property proposed to be exempt plus the aggregate SEV of property previously exempt and currently in force under Public Act 255 of 1978 and under Public Act 198 of 1974 (IFT's) does not exceed 5% of the total SEV of the City; and

WHEREAS, the application was approved at a public hearing as provided by Section 6(2) of Public Act 255 of 1978, on June 24, 2013; and

WHEREAS, the application is for commercial property as defined in Section 3(3) of Public Act 255 of 1978; and

WHEREAS, the applicant, Hotel Sterling LLC, has provided answers to all required questions under Section 6(1) of PA 255 of 1978 to the City; and

WHEREAS, the City requires that the construction, restoration or replacement of Phase I of the facility shall be completed by December 31, 2014, or within a duly authorized extension of that date; and

WHEREAS, the commencement of the construction, restoration or replacement of the facility did not occur more than 45 days prior to the filing of the application for exemption; and

WHEREAS, the commencement of the construction, restoration or replacement of the facility did not occur prior to the establishment of the Commercial Redevelopment District; and

WHEREAS, the application relates to a construction, restoration or replacement program which when completed constitutes a new, replacement or restored facility within the meaning of Public Act 255 of 1978 and that is situated within a Commercial Redevelopment District established under Public Act 255 of 1978; and

WHEREAS, completion of the facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to increase commercial activity, create employment, and assist with revitalizing an Urban Area in the City; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wyandotte that the application is approved and a Commercial Facilities Exemption for a restoration project is hereby granted for the real property, excluding land, located in Commercial Redevelopment District No. 11 at 3061-63 Biddle Avenue for a period of 12 years after the completion of construction of Phase I of the project as described in the exemption application, beginning December 31, 2013, and ending December 30, 2026, pursuant to the provisions of PA 255 of 1978, as amended.

I move the adoption of the foregoing resolution.

MOTION by Councilman Donald C. Schultz

Supported by Councilman Leonard Sabuda

YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz

NAYS: None

ABSENT: Councilman Stec

Wyandotte, Michigan June 24, 2013

RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City Council that the total bills and accounts in the amount of \$890,148.91 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

I move the adoption of the foregoing resolution.

MOTION by Councilman Donald C. Schultz

Supported by Councilman Leonard Sabuda

YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz

NAYS: None

ADJOURNMENT

MOTION by Councilperson Donald Schultz

Supported by Councilperson Leonard Sabuda

That we adjourn.

Carried unanimously

Adjourned at 9:00 PM

June 24, 2013

  
\_\_\_\_\_  
Maria Johnson, Deputy City Clerk

**FINANCIAL SERVICES DAILY CASH RECEIPTS**

DATE 6-21-13

BEGINNING DATE 6-7-13 AND ENDING DATE 6-21-13

SALES RECEIPT # 353319 THRU 353329

DESCRIPTION	ACCOUNT NUMBER	KEY CODE	AMOUNT
ACCTS. RECEIVABLE - RESCUE	101-000-041-020	XL	
MIDWESTERN AUDIT A/R -RESCUE	101-000-041-021	XT	
MISCELLANEOUS RECEIPTS	101-000-655-040	RE	<u>166.80</u>
ANIMAL LICENSES	101-000-451-020	LB	<u>130.00</u>
FINES DIST COURT WYANDOTTE	101-000-650-010	M1	<u>71,592.96</u>
DIST COURT RIVERVIEW CASES	101-000-650-012	M3	<u>31,198.00</u>
WORK FORCE WYANDOTTE	101-000-650-011	M2	<u>6,060.00</u>
WORK FORCE RIVERVIEW	101-000-650-017	M6	<u>2,200.00</u>
COURT TECHNOLOGY WYANDOTTE	101-000-650-018	M7	<u>3,201.00</u>
COURT DRUG TESTING FEES	101-000-650-020	M9	<u>1,335.00</u>
COURT SCREENING ASSESSMENTS	101-000-650-021	AS	<u>2,915.00</u>
CHEMICAL AWARENESS	101-000-650-024	AW	<u>2,245.00</u>
STATE DRUNK DRIV/DRUG CASE MGT	101-000-650-013	M4	<u>12,494.31</u>
LAND CONTRACT REC. - UDAG	284-000-041-050	AR	
JAJL PROPERTIES PROMISSORY NOTE	284-000-041-015	AR	
PARKING LOT LOANS	284-000-060-030	AR	
CINGULAR WIRELESS CELLSITE RENT	492-000-655-020	BB	
LAND CONTRACT/TIFA CONSOL.	492-000-041-050	AR	
MUNICIPAL SERVICE SEWAGE	590-000-068-010	5A	
SELF INSURANCE REIMBURSEMENT	677-000-670-010	7A	
HEALTH INS. REIMB. - RETIREE	731-000-231-020	3R	
QUARTERLY HEALTH M.S. RETIREE	731-000-670-010	7R	
PD EMPLOYEE PENSION CONTRIB	731-000-392-040	EP	<u>1910.44</u>
HEALTH INSURANCE REIMBURSEMENT	101-000-231-020	MZ	<u>1,204.00</u>
WAYNECTY DEL. TAX SETTLEMENT	101-000-411-085	MZ	<u>819.70</u>
DCC O.T. REIMB. - HAZMAT	101-336-725-120	MZ	<u>280.00</u>
HARRIS BIRKHILL WANG REFUND	677-448-825-320	MZ	<u>13.69</u>

137,760.90

TOTAL MONIES RECEIVED  
 TODD A. DRYSDALE  
 DIRECTOR OF FINANCIAL SERVICES

CITY OF WYANDOTTE  
BEAUTIFICATION COMMISSION MEETING MINUTES – DRAFT  
JUNE 12, 2013

Members Present: John Darin, Chairperson, Michael Bozymowski, Andrea Fuller, Noel Galeski, Linda Orta, Stephanie Pizzo, Karen Tavernier, Alice Ugljesa

Members Excused: Brandon Calvin, Denise Donlon, Bill Summerell

Guests: None

1. Call to Order: The meeting was called to order at 6:04 pm.
2. Reading and Approval of Previous Minutes:
  - a. May 8th, 2013 Regular Meeting & May 28<sup>th</sup>, 2013 Special Meeting: The motion was made by Stephanie, seconded by Noel, to approve the minutes of the May 8th, 2013 Regular Meeting & the May 28<sup>th</sup>, 2013 Special Meeting of the Beautification Commission as written. The motion was approved unanimously.
3. Chairperson's Report: Deferred.
4. Treasurer's Report:
  - a. FY 2012-2013 YTD Expense Report: Stephanie reported the total remaining balance of the Commission was \$2169.19 as of 5/31/13.
5. Community Garden Update:
  - a. Karen provided the Commission with an updated Community Garden report stating the etiquette signage was ordered and was at the printers. Karen showed the commissioners several knitted and crocheted items that were left on the Community Garden fence for the taking.
  - b. Saturday, June 15<sup>th</sup>, 2013 is a scheduled Garden Work Day at the Community Garden. Mike Bozymowski is the chairperson for the June Garden Work Day. Mike and Alice committed to being at the Community Garden on Saturday by 9:00 am. Karen asked for the weeds to be whacked around the garden boxes. Noel commented about the long grass in the front of the garden and throughout the garden. If the summer help does not cut the grass by Saturday, we will attempt to complete that task.
6. City-Wide "Beautify Wyandotte" Initiative:
  - a. Alice distributed and reviewed a summary of her 5/21/13 meeting with Mayor Peterson regarding a city-wide beautification initiative. He was very supportive of an "Adopt-A-Spot" program, such as the Beautification Commission is considering.
  - b. Alice distributed notes of her 6/6/13 meeting with Rod Lesko, WMS, attended also by Andrea Fuller, regarding suggestions to display hanging baskets on Biddle Avenue light poles. There were a number of considerations that will require additional research and study.
  - c. Alice also distributed a list of businesses and residences recently mailed a "We've Noticed" beautification recognition postcard.
7. Remainder of Agenda Deferred: The remainder of the published agenda was deferred to the next regular meeting due to an on-going power outage emergency at City Hall. The Commission was requested by the Wyandotte Fire Department to adjourn by 6:30 pm.
8. Next Meeting: The next regular meeting of the Beautification Commission is scheduled for the THIRD WEDNESDAY, July 17, 2013 at 6:00 pm in City Hall Council Chambers, Third Floor, 3200 Biddle Avenue.
9. Adjournment: The meeting was adjourned by John at 6:30 pm.

Respectfully Submitted,

Michael Bozymowski,  
Acting Recording Secretary  
Wyandotte Beautification Commission

**City of Wyandotte**  
PLANNING COMMISSION  
*Minutes of the Thursday, May 16, 2013, Meeting*  
MINUTES AS RECORDED

The meeting was called to order by Chairperson Elizabeth A. Krimmel at 6:30 p.m.

COMMISSIONERS PRESENT: Adamczyk, Booms, Krimmel, Pasko, Tavernier

COMMISSIONERS EXCUSED: Duran, Lupo, Parker, Schultz

ALSO PRESENT: Charles Leman  
Peggy Green, Recording Secretary

**COMMUNICATIONS:**

MOTION BY COMMISSIONER PASKO, supported by Commissioner Tavernier to receive and place on file all communications. MOTION PASSED.

**APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:**

MOTION BY COMMISSIONER PASKO, supported by Commissioner Tavernier to approve the minutes of the Regular Meeting of April 18, 2013. MOTION PASSED.

**OLD BUSINESS:**

None

**NEW BUSINESS:**

1. Review of the landscape plan for the proposed parking lot located at the northwest corner of St. Johns and Garfield as submitted by 395 Property Management LLC.

MOTION BY COMMISSIONER TAVERNIER, supported by Commissioner Booms to approve the plan as submitted provided the following is submitted to the City Engineer for approval:

- Dimensions for planting area
- Bumper stops required by building on Garfield side
- Non destructible strips required on chain link fence for screening (Garfield side)
- Vinyl fence to be a suitable color, other than white
- Pine trees are not acceptable, Black Spruce or White fir are preferred.

YEAS: Adamczyk, Booms, Krimmel, Pasko, Tavernier

NAYS: none

ABSENT: Duran, Lupo, Parker, Schultz

MOTION PASSED

**PERSONS IN THE AUDIENCE:**

No persons in audience.

**SPECIAL ORDER:**

Chairperson Krimmel welcomed new Commissioner Pasko and indicated that Commissioner Schultz resigned due to his election to the City Council.

**BILLS AND ACCOUNT:**

MOTION BY COMMISSIONER TAVERNIER, supported by Commissioner Pasko to:  
Pay Beckett & Raeder for Planning Consultant fee for May in the amount of \$700.00  
Pay Michigan Association of Planning yearly dues \$625.00  
Hours for Secretarial Services: 04/09/13 – 04/18/13 4.50 Total Hours

YEAS: Adamczyk, Booms, Krimmel, Pasko, Tavernier  
NAYS: none  
ABSENT: Duran, Lupo, Parker, Schultz  
MOTION PASSED

**MOTION TO ADJOURN:**

MOTION BY COMMISSIONER TAVERNIER, supported by Commissioner Booms to adjourn the meeting at 7:00 p.m.

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**City of Wyandotte**  
PLANNING COMMISSION  
*Minutes of the Thursday, June 20, 2013, Meeting*  
MINUTES AS RECORDED

The meeting was called to order by Chairperson Elizabeth A. Krimmel at 6:30 p.m.

COMMISSIONERS PRESENT: Adamczyk, Benson, Booms, Krimmel, Lupo, Pasko, Tavernier

COMMISSIONERS EXCUSED: Duran and Parker

ALSO PRESENT: Charles Leman  
Peggy Green, Acting Recording Secretary

**COMMUNICATIONS:**

MOTION BY COMMISSIONER TAVERNIER, supported by Commissioner Lupo to receive and place on file all communications. MOTION PASSED.

**APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:**

MOTION BY COMMISSIONER TAVERNIER, supported by Commissioner Pasko to approve the minutes of the Regular Meeting of May 16, 2013. MOTION PASSED.

**OLD BUSINESS:**

None

**NEW BUSINESS:**

1. Review of the landscape plan for the proposed parking lot located at the northwest corner of 9<sup>th</sup> Street and Goddard as submitted by Wyandotte School District.

MOTION BY COMMISSIONER BOOMS, supported by Commissioner Adamczyk to approve the plan as submitted.

YEAS: Adamczyk, Benson, Booms, Krimmel, Lupo, Pasko, Tavernier

NAYS: none

ABSENT: Duran and Parker

MOTION PASSED

2. Review of the landscape plan for the proposed parking lot located at the former 1814 Biddle Avenue as submitted by Sarnacki & Associates Architects.

MOTION BY COMMISSIONER BOOMS, supported by Commissioner Pasko to approve the plan as submitted.

YEAS: Adamczyk, Benson, Booms, Krimmel, Lupo, Pasko, Tavernier

NAYS: none

ABSENT: Duran and Parker

MOTION PASSED

3. PUBLIC HEARING PC#022613 – Request from the First Presbyterian Church of Wyandotte to rezone the property located at 2809 23<sup>rd</sup> Street, (South 110 feet of the north 182.21 feet of the west 78 feet of Lot 254 Assessor’s Wyandotte Plant No. 12 as recorded in Liber 69, Page 65 of Plats, Wayne County Records), Wyandotte, Michigan (Lot Size 110’ x 78’). It is proposed that said land be rezoned from Single Family Residential District (RA) to Office Service (O-S).

MOTION BY COMMISSIONER BENSON, supported by Commissioner Adamczyk, to recommend to the City Council that the rezoning of the property at 2809 23<sup>rd</sup> Street, Wyandotte be DENIED for rezoning to Office Service (O-S).

YEAS: Adamczyk, Benson, Booms, Krimmel, Lupo, Pasko, Tavernier

NAYS: none

ABSENT: Duran and Parker

MOTION PASSED

**LATE ITEM:**

Request from Knights of Columbus (K of C) requesting approval of a revised site plan for the outdoor café at 3530 Biddle Avenue, Wyandotte. The previous owners received approval for an outdoor café by the Commission on July 15, 2010.

MOTION BY COMMISSIONER LUPO, supported by Commissioner Tavernier to approved the revised site plan for the outdoor café basis of the following reasons:

The proposed outdoor café complies with all ordinance requirements or will comply with said requirements and the conditions below prior to use as an outdoor café. Further, during the public hearing for this application, there were no objections to the proposed project.

Said approval is subject to the following conditions:

1. The outdoor café is subject to all conditions applicable to an outdoor café on private property in the Central Business District (CBD) Zoning District, Section 2200.S.1 of the City of Wyandotte’s Zoning Ordinance. The applicant is responsible for carefully reviewing, understanding and complying with the requirements of the ordinance.
2. If alcoholic beverages are served, the current Michigan Liquor Control Commission rules and regulations shall apply, and the applicant shall obtain all necessary approvals.
3. Compliance with all Police, Fire and City Engineer requirements attached.
4. Use of the outdoor café shall be allowed from 7:00 a.m. to 12 Midnight from March 15 through October 31. If appellant wants extended hours, hours must be approved by the City Council.
5. The outdoor café shall comply with all applicable laws and regulations of the City, County, and the state.
6. Umbrellas to have name of establishment on the drip-tee only, no logo’s for products.
7. If the Appellant is proposing a fence the materials used to surround the proposed café should match the fencing utilized at Belicose Café at 3030 Biddle Avenue to develop a consistent standard in the CBD.

YEAS: Adamczyk, Benson, Booms, Krimmel, Lupo, Pasko, Tavernier

NAYS: none

ABSENT: Duran and Parker

MOTION PASSED

**PERSONS IN THE AUDIENCE:**

No persons in audience.

**SPECIAL ORDER:**

- Presentation from Natalie Rankine, Downtown Development Director, regarding Outdoor Cafés in Downtown Wyandotte.
- Master Plan Update: Notices were sent to the abutting Cities on May 6, 2013. Commission needs to schedule Public Hearing on the proposed Master Plan. MOTION BY COMMISSIONER BOOMS, supported by Commissioner Pasko to hold the required public hearing for the changes to the Master Plan Map on July 18, 2013. MOTION PASSED.
- 2013-2014 Budget - MOTION BY COMMISSIONER LUPO to approve the 2013-2014 Budget with the deduction of the cost for the Master Plan, Motion was withdrawn. MOTION BY COMMISSIONER TAVERNIER, supported by Commission Lupo to approve the 2013-2014 Budget as submitted. MOTION PASSED
- The Commission discussed variances granted by the Zoning Board for variances to landscape plans. The Commission wishes to have these requests be reviewed by the Planning Commission before the applicant seeks a variance from the Zoning Board of Appeals. MOTION BY COMMISSIONER BOOMS, supported by Commissioner Pasko that a communication be sent to the City Engineer requesting that plans for landscape and layout be submitted to the Planning Commission before being sent to the Zoning Board of Appeals for variances. MOTION PASSED

**BILLS AND ACCOUNT:**

MOTION BY COMMISSIONER BOOMS, supported by Commissioner Lupo to:  
Pay Beckett & Raeder for Planning Consultant fee for June in the amount of \$700.00  
Hours for Secretarial Services: 04/19/13 – 05/31/13 74.50 Total Hours

YEAS: Adamczyk, Benson, Booms, Krimmel, Lupo, Pasko, Tavernier  
NAYS: none  
ABSENT: Duran and Parker  
MOTION PASSED

**MOTION TO ADJOURN:**

MOTION BY COMMISSIONER BOOMS, supported by Commissioner Pasko to adjourn the meeting at 7:40 p.m.

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PUBLIC HEARING PC#022613 – Request from the First Presbyterian Church of Wyandotte to rezone the property located at 2809 23<sup>rd</sup> Street, (South 110 feet of the north 182.21 feet of the west 78 feet of Lot 254 Assessor's Wyandotte Plant No. 12 as recorded in Liber 69, Page 65 of Plats, Wayne County Records), Wyandotte, Michigan (Lot Size 110' x 78').

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Chairperson Krimmel opened the Public Hearing and asked if there was anyone present who wished to speak about this public hearing.

Reverend Arthur Oberg, present

Diana Hibbler, church member, present

Reverend Oberg explained that the site was used for a home for ministers. For what they want to do with it now, it will be required to be rezoned to OS. The house has been setting vacant. They have invested a lot of money in renovations. They would like to lease it to a doctor, chiropractor, psychiatrist, attorney, etc, that is the use they have in mind.

Reverend Oberg continued that as you know most churches are struggling, and they would accept any conditions if they could have it rezoned.

Member Lupo asked if the Venture Center was the last tenant. Reverend Oberg replied no, it was renamed to that after the group that helped renovate it. Member Lupo asked about the last tenant, was there an adult foster care. Reverend Oberg replied yes. Member Lupo asked what had been there from day one. Reverend Oberg replied minister home, then the State of Michigan as an adult home. Member Lupo asked if there would be one tenant. Reverend Oberg replied yes. Member Lupo asked how many square feet the dwelling was. Reverend Oberg replied 4,000. Member Lupo asked if there were 46 to 48 parking spaces. Reverend Oberg replied yes.

Two (2) letters in opposition were read into minutes.

Chairperson Krimmel asked Mr. Leman to read the preamble for Office Service District to let everyone know what is allowed. Mr. Leman read the section.

Chairperson Krimmel asked Mr. Leman if a convenience store would be allowed if it were to be rezoned. Mr. Leman replied only if it was needed to support office use.

Member Benson stated that the building is zoned RA, and if the building was on Oak Street, he might have a different opinion, but it is in the residential area. Member Benson referred to the Master Plan, Page 14, which specifically states "Protect residential areas from encroachment by incompatible land uses".

Member Benson continued that to him this would be spot zoning, and the Planning Commission has been opposed to spot zoning in the past, and he can't vote in good faith for a commercial use in a residential area. He might have a different opinion if the dwelling was located on Oak Street.

There being no more questions, the public hearing was closed.

Two (2) communications were received in opposition of the request.

---

Rec 6/20/13  
VZ

June 18, 2013

City of Wyandotte Planning Commission  
3200 Biddle Avenue, Suite 200  
Wyandotte, MI 48192

RE: Public Hearing #022613  
Rezoning of 2809 23<sup>rd</sup> Street

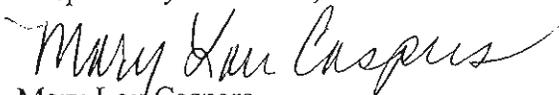
Dear Planning Commission Members:

I would like to express my opposition to the rezoning of the property at 2809 23<sup>rd</sup> Street from Single Family Residential District to Office Service District. I am opposed to this change for the following reasons:

- The property is located on a residential street rather than a street with commercial buildings. Therefore, automobiles would have to drive on 23<sup>rd</sup> street to reach the parking lot for this building;
- Children on this block of 23<sup>rd</sup> street ride their bicycles and play on the sidewalk. Frequently, a ball or toy ends up in the street and the extra automobile traffic that a commercial building would attract poses a hazard to the children;
- A number of retired people live on this block and the extra noise from a commercial enterprise would be a nuisance for them particularly in the summertime – actually for all of us who enjoy sitting outside during the summer;
- Finally, I worry that the presence of a commercial building on our residential street will decrease our property values. Who would want to buy a house if there is an office with extra traffic and noise close by?

I am sorry that I will not be able to attend the Planning Commission meeting. Thank you for allowing me to express my opinion.

Respectfully submitted,



Mary Lou Caspers  
2729 23<sup>rd</sup> Street  
Wyandotte, MI 48192

Telephone: 734-283-6283

Rec 6/20/13  
KA

Wyandotte Planning Commission,  
June 19, 2013

In regards to Hearing #022613:

*As home owners at 2719 23<sup>rd</sup> Street and residents of Wyandotte for over forty eight years, we have many concerns about the rezoning. My wife and I appreciate the opportunity to express our concerns in regard to the rezoning of the single family residential district at 2809 23<sup>rd</sup> Street to an office service district (O-S).*

*We feel public office space would mean we are no longer a residential district, but a commercial district, and our property value would decline. Other issues such as the existing neighborhood atmosphere would be compromised, increased traffic could jeopardize the safety of our children; not to mention elevated noise levels, and a significant increase in street parking.*

*Thank you for considering our opinion.*

Sincerely,

*Raymond and Margaret Lisecki.*  
*Raymond F. Lisecki*  
*Margaret A. Lisecki*

**MINUTES AS RECORDED**

**MINUTES OF THE MEETING OF June 5, 2013  
ZONING BOARD OF APPEALS AND ADJUSTMENT**

A meeting of the Zoning Board of Appeals and Adjustment of the City of Wyandotte was **called to order** by Chairperson Duran **at 6:30 p.m.**, in the Council Chambers of the City Hall, 3200 Biddle Avenue, Wyandotte.

**MEMBERS PRESENT:** DiSanto  
Duran  
Flachsmann  
Gillon  
Nevin  
Olsen  
Trupiano  
Wienclaw

**MEMBERS ABSENT:** Alderman

**ALSO PRESENT:** Peggy Green, Secretary

---

A motion was made by Member Trupiano, supported by Member Olsen to approve the minutes of the May 1, 2013, meeting.

Yes: Duran, Flachsmann, Gillon, Nevin, Olsen, Trupiano, Wienclaw

No: none

Abstain: DiSanto

Absent: Alderman

Motion passed

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**#3171 – GRANTED**

Wyandotte School District, 639 Oak Street, Wyandotte, (owner & appellant)

for a variance **to obtain a building permit for a parking lot at 906 Goddard** (Lots 1 – 5, Montie’s Goddard Ave. Sub.), in a RA zoning district, where the proposed conflicts with Sections 2404.L, 2404.N and 2404.R of the Wyandotte Zoning Ordinance.

**SECTION 2404.L:**

Offstreet parking areas shall be provided with a continuous and completely obscuring wall or fence not less than 5’, but not more than 6’ in height measured from the surface of the parking area. This wall or fence shall be provided on all sides where the abutting or adjacent property is used or designated as residential and shall be of solid type material such as brick, block or poured concrete or other approved material as determined by the Zoning Board of Appeals upon appeal and shall meet the requirements of the P-1 District, Section 1902, minimum distances and setbacks. The obscuring wall or fence shall be properly maintained. The side lot line required wall shall end a minimum distance of 10’ from the front line.

**SECTION 2404.N:**

All lighting used to illuminate any off street parking area shall be so installed as to be confined within and directed onto the parking area only. When a parking lot abuts a major thoroughfare, decorative lighting fixtures shall be provided in the private greenbelt adjacent to the street. This lighting shall conform to the zoning ordinance.

**SECTION 2404.R:**

All parking lot landscaped area shall be provided with underground irrigation.

School District is proposing to install a parking lot that does not comply with Subsections L, N and R.

**Proposed parking lot will not hinder or discourage the development or use of adjacent land and buildings, or impair the value thereof.**

A motion was made by Member Trupiano, supported by Member Flachsmann to grant this appeal.

Yes: DiSanto, Duran, Flachsmann, Gillon, Nevin, Olsen, Trupiano, Wienclaw

No: none

Abstain: none

Absent: Alderman

Motion passed

**#3172 – GRANTED – SITE PLAN 1**

Deborah Fudge, 305 Superior, Wyandotte, (owner & appellant)

for a variance to obtain a building permit for additions and garage at 305 Superior (S 85' of Lot 7, Block 101), in a RT zoning district, where the proposed conflicts with Sections 2100 and 2402 of the Wyandotte Zoning Ordinance.

**SECTION 2100: (Site Plan 1)**

A minimum of a 20' front yard setback or the average front yard setback of the block is required for an addition to a home. Proposed front addition would have a 15'-10 7/8" front yard setback and the average of the block is 16.70'.

A minimum of a 4' sideyard setback is required for an addition to the home. Proposed side addition would have a 3' setback to the side lot line.

A minimum of a 25' rear yard is required for an addition to a home. Proposed rear attached garage would have a 6'-0 1/2" rear yard setback.

**SECTION 2100: (Site Plan 2)**

A minimum of a 20' front yard setback or the average front yard setback of the block is required for an addition to a home. Proposed front addition would have a 15'-10 7/8" front yard setback and the average of the block is 16.70'.

A minimum of a 4' sideyard setback is required for an addition to the home. Proposed side addition would have a 3' setback to the side lot line.

A minimum of a 25' rear yard setback is required for an addition. Proposed rear attached garage would have a 12' - 2 5/8" rear yard setback.

**SECTION 2402: (Site Plan 2)**

When an accessory building is located on a corner lot, the side lot line of which is substantially a continuation of the front lot line of the lot to its rear, said accessory building shall not be located closer to the street side lot line than the existing front yard setback of the lot to the rear, provided in those instances where lots are 40' or less in width the setback need not exceed 15'. Where lots are 35' or less, the setback need not exceed 10'. When an accessory building is located on a corner lot, the side line of which is substantially a continuation of the side lot line of the lot to its rear, said accessory buildings shall not be closer than the required street side yard setback of the lot to its rear. Existing home at rear has a 8.33' front yard setback to porch enclosure. Proposed garage would have a 7' setback.

**SITE PLAN 1**

**Proposed addition and garage setback will not hinder or discourage the development or use of adjacent land and buildings, or impair the value thereof.**

**(note: Site plan 2 was not addressed or discussed by the Board)**

A motion was made by Member Nevin, supported by Member DiSanto to grant this appeal.

Yes: DiSanto, Duran, Flachsmann, Gillon, Nevin, Olsen, Trupiano, Wienclaw

No: none

Abstain: none

Absent: Alderman

Motion passed

**COMMUNICATIONS:**

Motion was made by Member DiSanto, supported by Member Trupiano to place all communication on file. Motion carried.

**OTHER BUSINESS:**

There being no further business to discuss, the meeting adjourned at 7:05 p.m. **The next scheduled meeting of the Board will be held on July 17, 2013**

  
Peggy Green, Secretary

**Appeal #3171**

Chairperson Duran read the appeal and asked that it be explained.

Bernie Bowers, Operations Supervisor, Wyandotte School District, present.

Mr. Bowers explained that there will be a greenbelt, there is an existing fence on the north side of the property, and the School uses the building for storage of furniture. Mr. Bowers added that the School acquired the property through a swap with the City. Mr. Bowers added that there will be 6 or 7 trees on Goddard, and trees on 9<sup>th</sup> Street also. Mr. Bowers continued that there will be a green belt on all 3 sides, and they will clear snow all winter.

Chairperson Duran asked about the lighting. Mr. Bowers stated that they will use LED lighting off the pole like other parking lots in the district.

Member Trupiano asked about drainage. Mr. Bowers replied that there will be 2 storm sewers.

Mr. Bowers stated that the majority of the parking will be from 7 – 2.

Member Olsen asked if the existing fence belonged to the neighbor. Mr. Bowers replied yes.

Member Flachsmann and Mr. Bowers discussed the greenbelt and the alley. Member Flachsmann informed Mr. Bowers that he should find out if the alley is vacated or closed. Mr. Bowers added that he would not be using the alley.

Member Flachsmann asked if the lot was for school parking only. Mr. Bowers replied that is the plan.

Member Flachsmann asked if anyone had complained him about no fence. Mr. Bowers replied no, and he has been working on the property and no one has said anything.

Member Flachsmann asked if the concrete was going to be replaced. Mr. Bowers replied yes.

John Calhoun, 917 – 9<sup>th</sup> Street, present.

Mr. Calhoun presented pictures to the Board of other walls around the City, ones that he would not like put up, and pictures of berms and walls that are acceptable.

Mr. Calhoun stated that he is not opposed to the parking lot. He is concerned about the wall. He does not want to see a wall put up.

No communications were received regarding this appeal.

**Appeal #3172**

Chairperson Duran read the appeal and asked that it be explained.

Deborah Fudge, owner, present.

Ms. Fudge explained that she had presented 2 site plans, and she prefers site plan #1.

Chairperson Duran stated that the Board would discuss site plan #1 first, and if that failed to pass, then the Board would move onto site plan #2.

Ms. Fudge explained that her front yard setback seems about the same as others on the block, and added that some neighbors have front porch enclosure.

Ms. Fudge added that she had submitted site plan #1, signed by 5 neighbors, that they have no problem with it.

Member Olsen asked about the work being done, garage, addition. Ms. Fudge explained that it is a small house, and she got married, and wants to make it bigger, she wants to stay in Wyandotte.

Member Olsen asked about the shed. Ms. Fudge stated that it will be taken out. They want to have the garage extra long so that they can store yard equipment.

Member Flachsmann commented that she is close to the average of the block for frontyard setback, but when it is measured, it has to be specific. Member Flachsmann added that the addition and garage will be an improvement to the neighborhood.

Member Nevin asked about the pine tree. Ms. Fudge stated that it has to be trimmed. The previous owner planted it, and had wanted it, but it would be too expensive to move.

Five (5) communications were received in favor of this appeal.

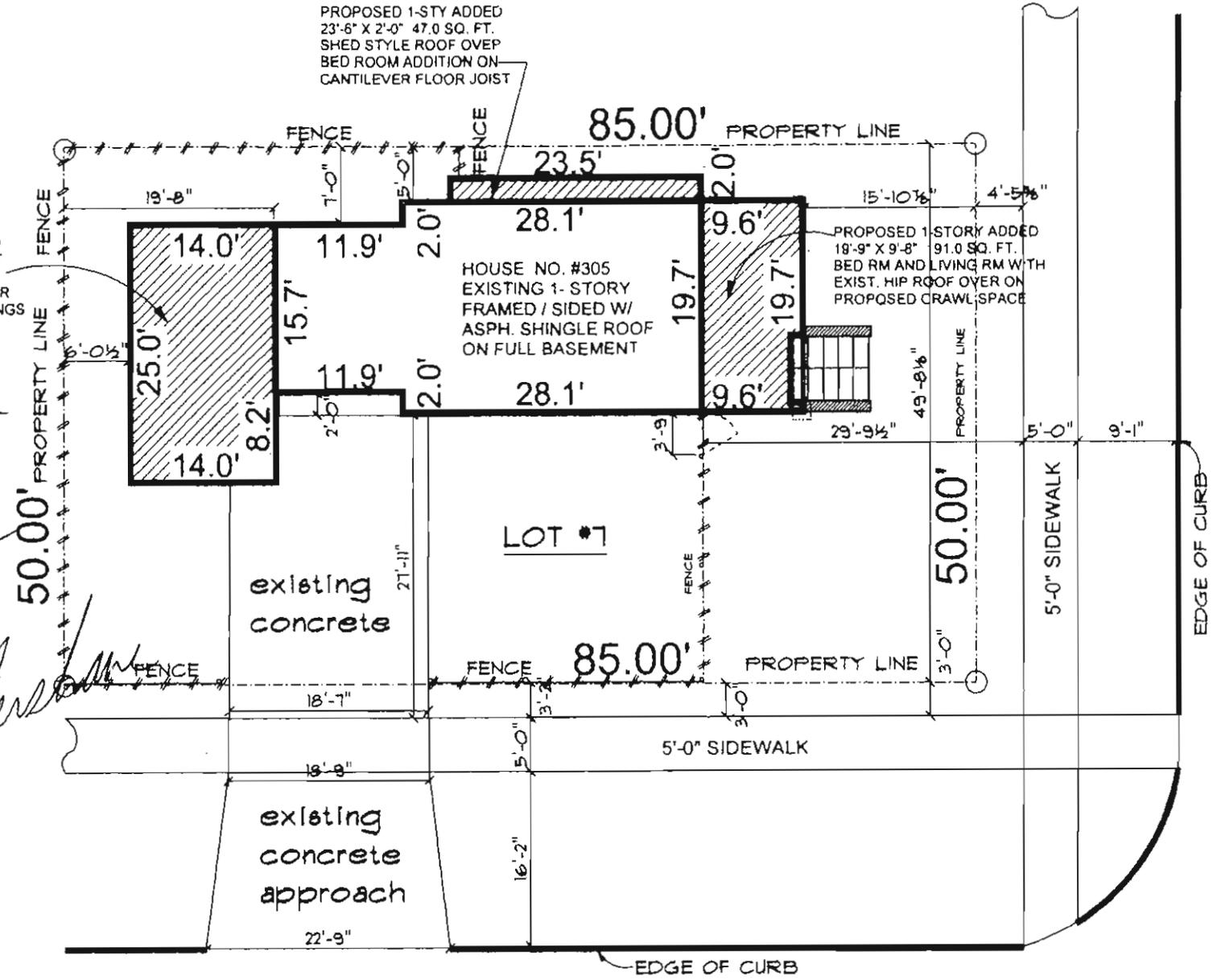
**Zoning Board**  
**6-5-13**  
**60A10**

PROPOSED 1-STORY ADDED  
 14'-0" X 25'-0" 350.0 SQ. FEET  
 ATTACHED GARAGE WITH A  
 REVERSE GABLE ROOF OVER  
 ON CONCRETE SLAB FOOTINGS

PROPOSED 1-STY ADDED  
 23'-6" X 2'-0" 47.0 SQ. FT.  
 SHED STYLE ROOF OVEP  
 BED ROOM ADDITION ON  
 CANTILEVER FLOOR JOIST

PROPOSED 1-STORY ADDED  
 18'-9" X 9'-8" 91.0 SQ. FT.  
 BED RM AND LIVING RM WITH  
 EXIST. HIP ROOF OYER ON  
 PROPOSED CRAWL SPACE

*I approve*  
*This will*  
*look great*  
*Terry Putters*  
*2715*  
*3rd*



SUPERIOR BLYD. 60' FT WIDE (concrete)

**#3172**

THIRD STREET 80' FT WIDE (concrete)

**#1 SITE PLAN** SCALE: 1" = 25'-0"



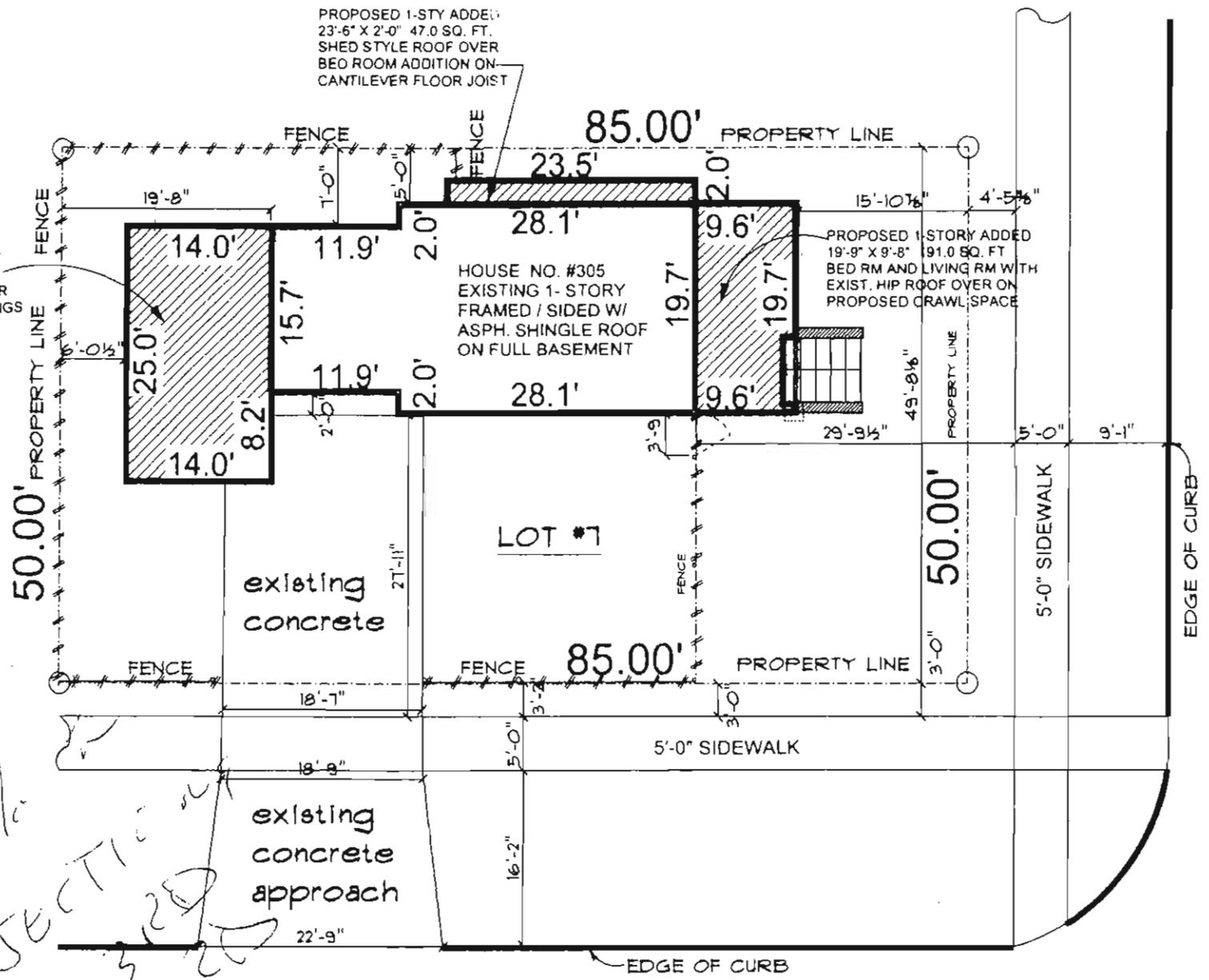
Zoning Board  
6-5-13  
70F10

PROPOSED 1-STORY ADDED  
14'-0" X 25'-0" 350.0 SQ. FEET  
ATTACHED GARAGE WITH A  
REVERSE GABLE ROOF OVER  
ON CONCRETE SLAB FOOTINGS

PROPOSED 1-STY ADDED:  
23'-6" X 2'-0" 47.0 SQ. FT.  
SHED STYLE ROOF OVER  
BED ROOM ADDITION ON  
CANTILEVER FLOOR JOIST

PROPOSED 1-STORY ADDED  
19'-9" X 9'-8" 191.0 SQ. FT.  
BED RM AND LIVING RM WITH  
EXIST. HIP ROOF OVER ON  
PROPOSED CRAWL SPACE

HOUSE NO. #305  
EXISTING 1- STORY  
FRAMED / SIDED W/  
ASPH. SHINGLE ROOF  
ON FULL BASEMENT



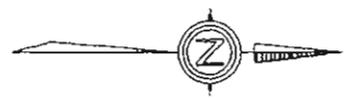
SUPERIOR BLVD. 60' FT WIDE (concrete)

#3/12

NO  
2723  
17A  
OBJECTIVE  
3/20  
3/20

THIRD STREET 80' FT WIDE (concrete)

#1 SITE PLAN SCALE: 1" = 25'-0"



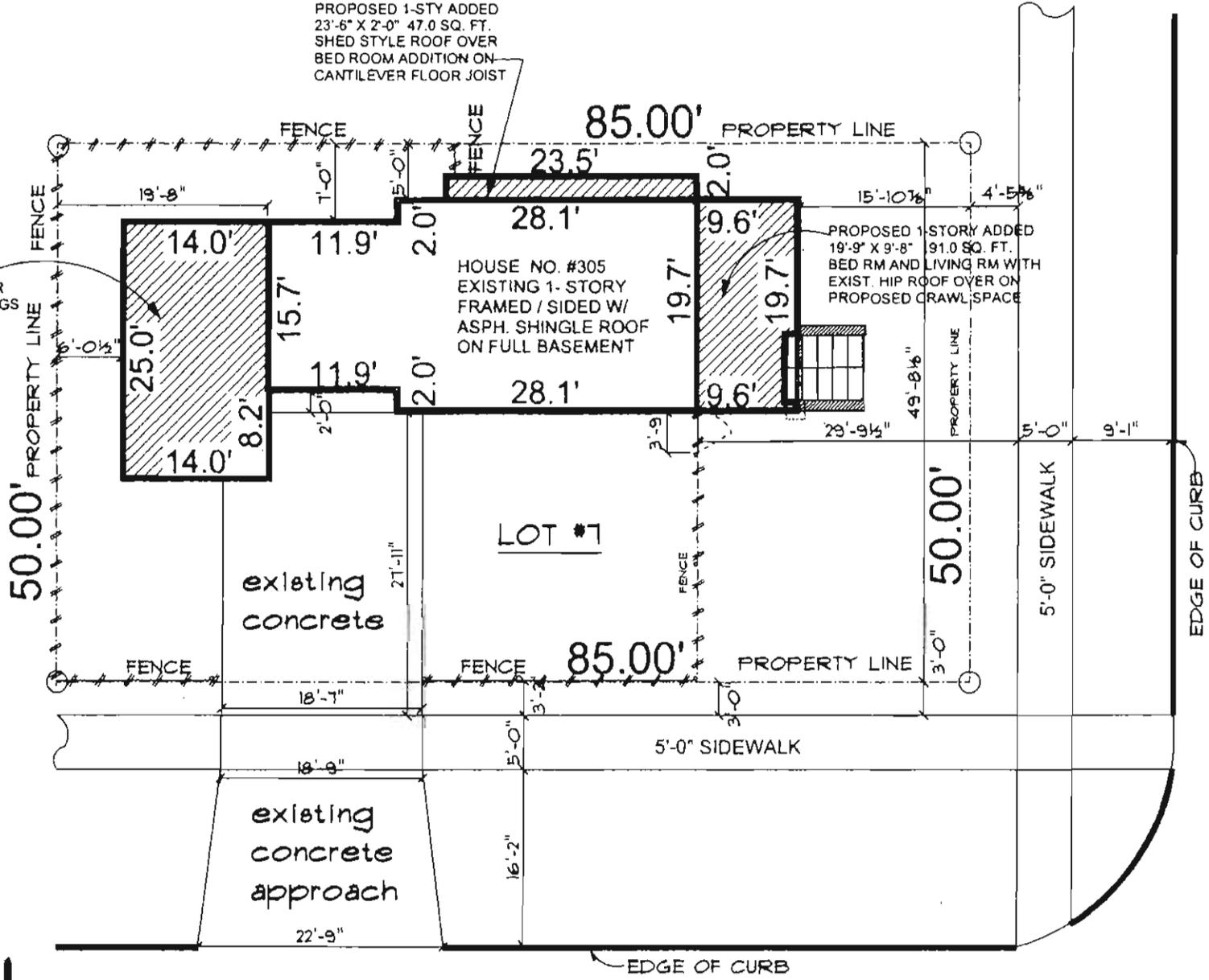
Zoning Board  
6-5-13  
90010

PROPOSED 1-STORY ADDED  
14'-0" X 25'-0" 350.0 SQ. FEET  
ATTACHED GARAGE WITH A  
REVERSE GABLE ROOF OVER  
ON CONCRETE SLAB FOOTINGS

PROPOSED 1-STY ADDED  
23'-6" X 2'-0" 47.0 SQ. FT.  
SHED STYLE ROOF OVER  
BED ROOM ADDITION ON  
CANTILEVER FLOOR JOIST

PROPOSED 1-STORY ADDED  
19'-9" X 9'-8" 91.0 SQ. FT.  
BED RM AND LIVING RM WITH  
EXIST. HIP ROOF OVER ON  
PROPOSED CRAWL SPACE

HOUSE NO. #305  
EXISTING 1- STORY  
FRAMED / SIDED W/  
ASPH. SHINGLE ROOF  
ON FULL BASEMENT



SUPERIOR BLVD. 60' FT WIDE (concrete)

#317a

THIRD STREET 80' FT WIDE (concrete)

#1 SITE PLAN SCALE: 1" = 25'-0"

No objections from 2731 Third Day Panel



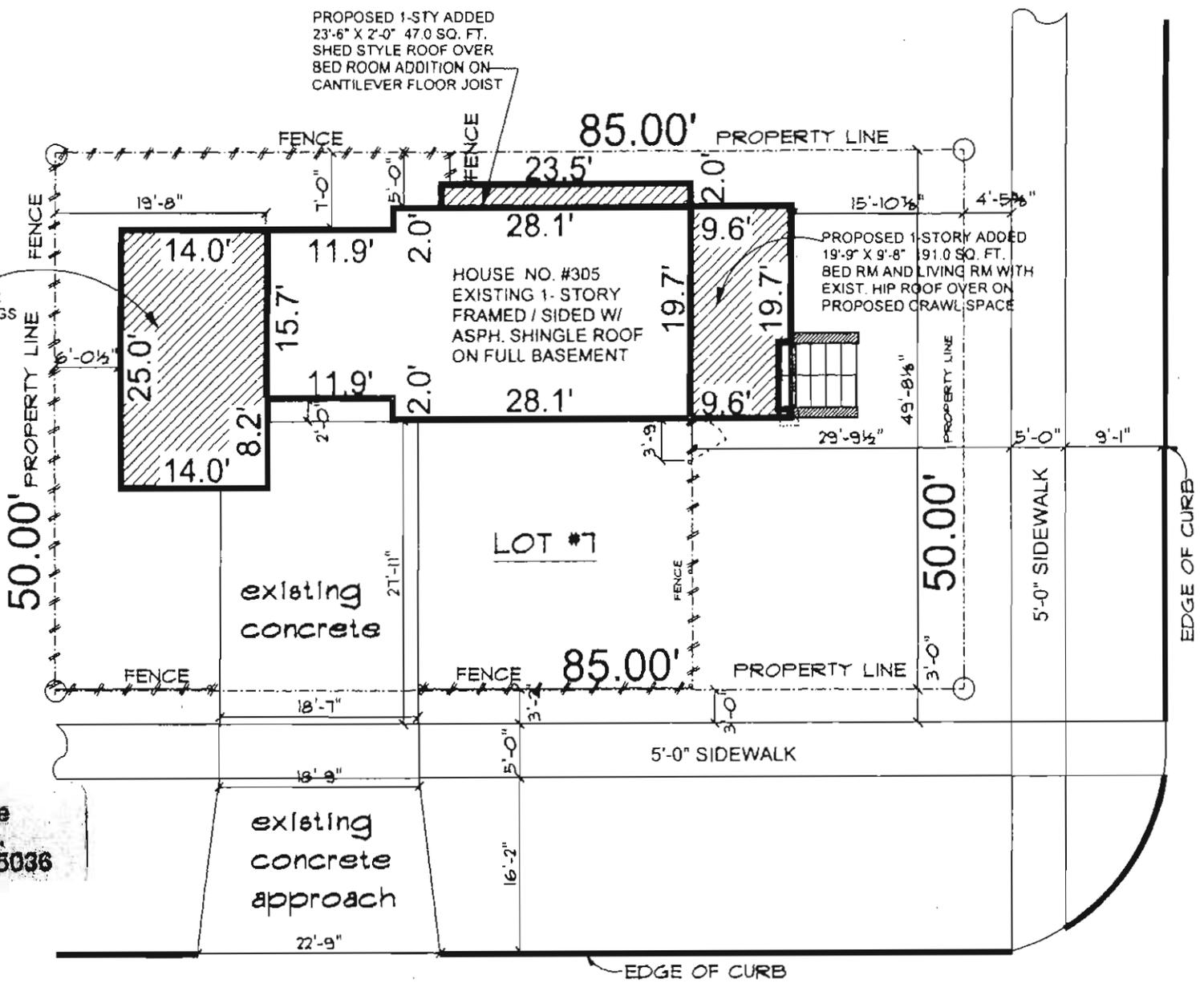
*Zonink Banned  
6-5-13  
9am*

PROPOSED 1-STORY ADDED  
14'-0" X 25'-0" 350.0 SQ. FEET  
ATTACHED GARAGE WITH A  
REVERSE GABLE ROOF OVER  
ON CONCRETE SLAB FOOTINGS

PROPOSED 1-STY ADDED  
23'-6" X 2'-0" 47.0 SQ. FT.  
SHED STYLE ROOF OVER  
BED ROOM ADDITION ON  
CANTILEVER FLOOR JOIST

PROPOSED 1-STORY ADDED  
19'-9" X 9'-8" 191.0 SQ. FT.  
BED RM AND LIVING RM WITH  
EXIST. HIP ROOF OVER ON  
PROPOSED CRAWL SPACE

HOUSE NO. #305  
EXISTING 1- STORY  
FRAMED / SIDED W/  
ASPH. SHINGLE ROOF  
ON FULL BASEMENT



SUPERIOR BLVD. 60' FT WIDE (concrete)

*#3172*

Carl & Al Lawrence  
263 Superior Blvd.  
Wyandotte MI 48192-5036

*We have no  
objections.*

*Alfred J. Lawrence  
Caroline A. Lawrence  
5-25-13*

THIRD STREET 80' FT WIDE (concrete)

**#1 SITE PLAN** SCALE: 1" = 25'-0"



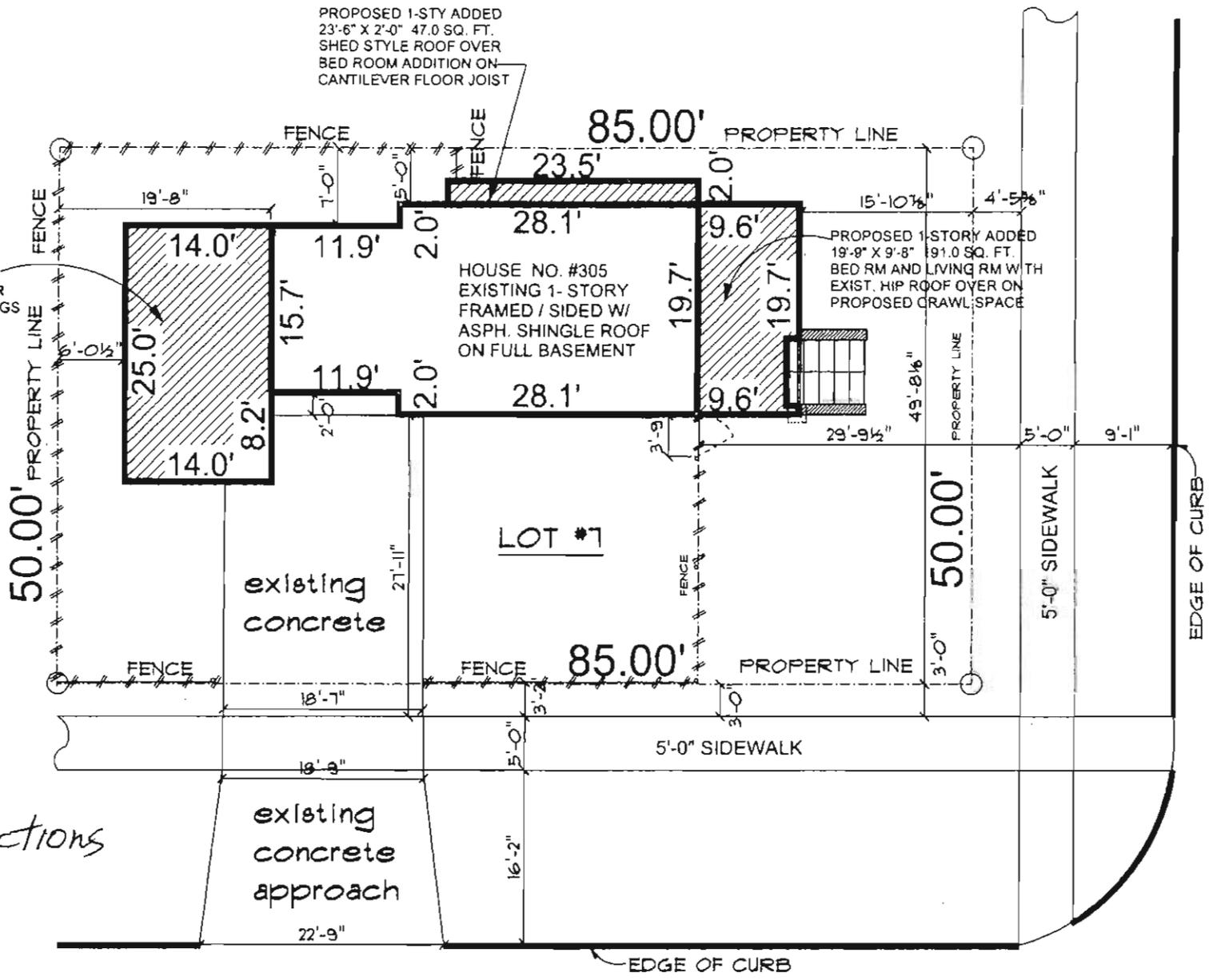
*Zanna Barnes*  
 6-5-13  
 10 am 10

PROPOSED 1-STORY ADDED  
 14'-0" X 25'-0" 350.0 SQ. FEET  
 ATTACHED GARAGE WITH A  
 REVERSE GABLE ROOF OVER  
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 PROPOSED CRAWL SPACE

HOUSE NO. #305  
 EXISTING 1-STORY  
 FRAMED / SIDED W/  
 ASPH. SHINGLE ROOF  
 ON FULL BASEMENT



*Gary Bain,*  
 Have no objections  
 2728 3rd

THIRD STREET 80' FT WIDE (concrete)

#1 SITE PLAN SCALE: 1" = 25'-0"



SUPERIOR BLVD. 60' FT WIDE (concrete)

*#3172*